

Nos. 16383, 16401

United States
Court of Appeals
for the Ninth Circuit

MORRISON-KNUDSEN COMPANY, INC.,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

Transcript of Record

Petitions For Review and Petitions to Enforce Order
of the National Labor Relations Board

FILED

JUL - 7 1959

Nos. 16383, 16401

United States
Court of Appeals
for the Ninth Circuit

MORRISON-KNUDSEN COMPANY, INC.,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

Transcript of Record

Petitions For Review and Petitions to Enforce Order
of the National Labor Relations Board

INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

	PAGE
Amended Answer of Respondent Union (1-I)	16
Answer of the National Labor Relations Board to Petition for Review and Request for Enforcement of an Order:	
Petitioner Employer	106
Petitioner Union	108
Answer of Respondent Union to Complaint (1-H)	15
Answer of Morrison-Knudsen to Consolidated Complaint (1-K)	20
Appearances	1
Certificate of the National Labor Relations Board	93
Charge Against Employer (1-C)	5
Charge Against Labor Organization (1-A)	3
Consolidated Complaint (1-E)	7
Decision and Order Remanding Case (Tr. Ex. No. 1)	49
Decision and Order, Supplemental	78

Exceptions to Intermediate Report and Recommended Order:	
General Counsel	43
Morrison-Knudsen Co.	46
Exceptions to Supplemental Intermediate Report and Recommended Order:	
General Counsel	68
Morrison-Knudsen Co.	74
Respondent Union	71
Intermediate Report and Recommended Order	25
Conclusions of Law	39
Findings of Fact	27
Recommendations	40
Intermediate Report and Recommended Order, Supplemental	54
Motion and Order for Consolidation of Causes, etc.	110
Order Consolidating Cases and Notice of Hearing (1-E)	13
Petition for Review of Decision and Order of the National Labor Relations Board:	
Morrison-Knudsen Co.	97
Petitioner Union	101
Statement of Points of Petitioner Morrison-Knudsen Co.	113

Statement of Points of Petitioner Union	105
Stipulation Correcting Morrison-Knudsen's Petition for Review and that Exhibit No. 5 Be Considered in Original Form	114
Supplemental Decision and Order	78
Supplemental Intermediate Report and Recommended Order	54
Telegram, 8/22/58—Notice of Resumption of Hearing (Tr. Ex. No. 2)	52
Telegram, 9/5/58—Notice that Respondent Union Rests, etc. (Tr. Ex. No. 3)	53
Telegram, 9/5/58—Notice of Resumption of Hearing Cancelled (Tr. Ex. No. 4)	54
Transcript of Proceedings and Testimony . . .	116
Exhibits for General Counsel:	
1-A—Charge Against Labor Organization	3
1-C—Charge Against Employer	5
1-E—Consolidated Complaint, Order Consolidating Cases and Notice of Hearing	7
1-H—Answer of Respondent Union to Complaint	15
1-I—Amended Answer of Respondent Union to Complaint	16

Transcript of Proceedings—(Continued):

Exhibits for General Counsel—(Continued):

1-K—Answer of Morrison-Knudsen Co. to Consolidated Complaint	20
2—Dispatch Slip of Ronald Crowe dated 6/11/56	395
3—Telegram, 5/17/56, R. A. Wargny Sr., Personnel Mgr. to Jim and Ben Aldrich	395
3-A—Telegram, Jim and Ben Aldridge to R. A. Wargny	396
3-B—Dispatch Slips of James D. Aldridge and Ben R. Aldridge, dated 6/7/56	397
3-C—Telegram, June 6, Kissinger to R. A. Wargny	397
4—Form of Application for Employment, Morrison-Knudsen Co.	398
6—Copy of Application for Union Membership	400
7—Receipt, M. A. Abolins for \$98.00 dated 7/6/56	401
8—Dispatch Slip of Morris Abolin dated 6/11/56	402
9-A—Check of Ronald S. Crowe, dated 6/16/56 to Union for \$68.00	403

Transcript of Proceedings—(Continued):

Exhibits for General Counsel—(Continued):

- 9-B—Check of Ronald S. Crowe, dated
11/24/56 to Union for \$30.00 403
- 10—Dispatch Slip dated 6/11/56 for Joe
Garnes 405
- 11-A—Copy of Letter dated July 3, 1956,
Denton R. Moore to Personnel Offi-
cer, Morrison-Knudsen Co. 405
- 11-B—Copy of Letter, R. A. Wargny, Sr. to
Denton R. Moore 407
- 12—Telegram, Personnel CC R. Pritch-
ard from Site Supt. and one dated
6/2/56, Personnel Mgr. to Site Supt. 408
- 13—Bulletin No. 103, May 24, 1956, Sub-
ject: Personnel—Employment Prac-
tices 409
- 14—Letter dated 11/6/56, L. R. Shaw,
Personnel Mgr. to National Labor
Relations Board 410
- 14-A—Letter dated 1/31/57, L. R. Shaw to
National Labor Relations Board .. 413

Exhibits for Respondent:

- 3—Schedule of Personnel by Classifica-
tion, Big Mountain, July and August,
1956 414

Transcript of Proceedings—(Continued):

Exhibits for Respondent—(Continued):

4—Schedule of Breakdown of Manual Labor Force—Site 2—Iliamna by Weeks 5/20-6/24, 1956	415
5—List of Employees, Date of Hire, Date of Termination and Total Earnings	416

Exhibits for Trial Examiner:

1—Decision and Order Remanding Case	49
2—Telegram, 8/22/58, Notice of Resumption of Hearing	52
3—Telegram, 9/5/58, Notice that Respondent Rests, etc.	53
4—Telegram, 9/5/58, Notice of Resumption of Hearing Cancelled	54

Witnesses for General Counsel:

Abolins, Morris A.

—direct (Latimer)	170
—cross (Morrison)	186
—cross (Hartlieb)	193
—redirect (Latimer)	196
—recross (Morrison)	198
—recross (Hartlieb)	199

Anelon, Sava

—direct (Latimer)	292
-------------------------	-----

Transcript of Proceedings—(Continued):

Witnesses for General Counsel—(Continued):

Brady, Sean

—direct (Latimer)	222
—cross (Hartlieb)	234

Crowe, Ronald S.

—direct (Latimer)	201
—cross (Morrison)	209
—redirect (Latimer)	211

Drew, Jack

—direct (Latimer)	296
—cross (Hartlieb)	298
—cross (Morrison)	300
—redirect (Latimer)	300
—recross (Hartlieb)	301

Drew, Robert

—direct (Latimer)	302
—cross (Morrison)	304
—cross (Hartlieb)	304

Endru, Trevin

—direct (Latimer)	285
—cross (Morrison)	287

Enolon, Elia

—direct (Latimer)	278
—cross (Morrison)	282

Erickson, Einar W.

—direct (Latimer)	127
-------------------------	-----

Transcript of Proceedings—(Continued):

Witnesses for General Counsel—(Continued):

Garnes, Joel I.

—direct (Latimer)	212
—cross (Morrison)	218
—cross (Hartlieb)	221

Moore, Denton

—direct (Latimer)	236
—cross (Morrison)	250
—cross (Hartlieb)	259
—redirect (Latimer)	260
—recross (Morrison)	263
—recross (Hartlieb)	265

Olympic, Fred

—direct (Latimer)	282
-------------------------	-----

Rickteroff, Mike

—direct (Latimer)	267
-------------------------	-----

Tretikoff, Evan

—direct (Latimer)	294
-------------------------	-----

Wargny, Raoul

—direct (Latimer)	120, 130
—cross (Morrison)	141
—cross (Hartlieb)	158
—redirect (Latimer)	162
—recross (Morrison)	169
—recross (Hartlieb)	169

Transcript of Proceedings—(Continued):

Witnesses for General Counsel—(Continued):

Wassallie, Ira

—direct (Latimer) 288

—cross (Morrison) 289

Wassallie, Maxim

—direct (Latimer) 290

Wyman, William A.

—direct (Latimer) 307

—cross (Morrison) 312

—cross (Hartlieb) 314

—redirect (Latimer) 316

Witnesses for Respondent:

Erickson, Einar W.

—direct (Morrison) 322

—cross (Latimer) 348

—redirect (Morrison) 356

—recross (Latimer) 359

Haugen, Harold M.

—direct (Morrison) 380

—cross (Latimer) 387

King, C. E.

—direct (Morrison) 365

—cross (Latimer) 373

APPEARANCES

ALLEN, DeGARMO & LEEDY,
SETH W. MORRISON,
1308 Northern Life Tower,
Seattle, Washington,

For Petitioner, Morrison-Knudson, Co.,
Inc.

HARTLIEB & GROH,
GORDON W. HARTLIEB,
Box 2068,
Anchorage, Alaska,

For Petitioner, International Hod Car-
riers, Building and Common Laborers
Union.

THOMAS J. McDERMOTT,
Associate General Counsel,
National Labor Relations Board,
Washington 25, D. C.,

For Respondent, National Labor Relations
Board.

GENERAL COUNSEL'S EXHIBIT No. 1-A

United States of America
National Labor Relations Board

CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

Case No. 19-CB-450. Date Filed: 10/9/56. Compliance Status Checked By: nm.

1. Labor organization or its agents against which charge is brought:

Name: Construction and General Laborers Union
Local 341.

Address: Anchorage, Alaska.

The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of Section (8b) Subsection(s) (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge: In that the above named labor organization through its officers and agents, by an illegal arrangement, have caused the Morrison-Knutsen Company at its White Alice Job Site Two to refuse to hire the undersigned and Chester Wilson of Iliamna, Alaska, Henry Olympic, Simeon Zacker and William Rickteroff of Kokhanok Bay, Alaska, and various other men from local communities on or about the first of June, 1956, because we

General Counsel's Exhibit No. 1-A—(Continued)
were not members of the above named Union and in violation of Sections 8 (b) (2) of the Labor Management Relations Act of 1947.

3. Name of Employer: Morrison-Knudsen Company.

4. Location of Plant Involved: White Alice Job Site Two, Iliamna, Alaska.

5. Type of Establishment: Construction.

6. Identify Principal Product or Service: Defense Construction.

7. No. of Workers Employed: About 150-200.

8. Full Name of Party Filing Charge: Denton Rickey Moore.

9. Address of Party Filing Charge: Kokhanok Bay, Alaska.

10. Tel. No.

11. Declaration:

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

October 2, 1956.

/s/ By DENTON R. MOORE,
Individual.

Admitted in Evidence September 9, 1957.

GENERAL COUNSEL'S EXHIBIT No. 1-C

United States of America
National Labor Relations Board

CHARGE AGAINST EMPLOYER

Case No. 19-CA-1405. Date Filed: 10/9/56. Compliance Status Checked By: nm.

1. Employer Against Whom Charge Is Brought:
Name of Employer: Morrison-Knutson Company.
Number of Workers Employed: Approx. 150-200.
Address of Establishment: White Alice Job Site
Two, Iliamna, Alaska.

Type of Establishment: Construction camp.

Identify principal product or service: Defense
Construction.

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge: In that the company through its officers and agents on or about March 15 promised the undersigned and Henry Olympic, Simeon Zacker, Freddie Olympic and others from Kokhanok Bay and Iliamna (and various other local communities) jobs at the White Alice job site two and on or about June first refused to hire us because we were not members of Construction and General Laborers Union Local 341 in keeping with an illegal

General Counsel's Exhibit No. 1-C—(Continued)
arrangement with said labor organization all in
violation of Sections 8 (a) (1) & (3) of the Labor
Management Relations Act of 1947.

3. Full Name of Party Filing Charge: Denton
Rickey Moore.

4. Address: Kokhanok Bay, Alaska.

* * * * *

7. Declaration:

I declare that I have read the above charge and
that the statements therein are true to the best of
my knowledge and belief.

October 2, 1956.

/s/ By DENTON R. MOORE,
Individual.

Admitted in Evidence September 9, 1957.

GENERAL COUNSEL'S EXHIBIT No. 1-E

United States of America
Before The National Labor Relations Board
Nineteenth Region

Case No. 19-CA-1405

MORRISON-KNUDSEN COMPANY, INC. and
DENTON R. MOORE, An Individual.

Case No. 19-CB-450

INTERNATIONAL HOD CARRIERS, BUILD-
ING, AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO and
DENTON R. MOORE, An Individual.

CONSOLIDATED COMPLAINT

It having been charged by Denton R. Moore, an individual, that Morrison-Knudsen Company, Inc., Boise, Idaho and Anchorage, Alaska, and that International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, Anchorage, Alaska, have engaged in and are now engaging in certain unfair labor practices affecting commerce as set forth in the Labor Management Relations Act, 1947, 61 Stat. 136 (herein called the Act), the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Nineteenth Region, designated by the Board's Rules and Regulations, Series 6, as amended, Section 102.15, and Section 102.33,

General Counsel's Exhibit No. 1-E—(Continued) hereby issues this Consolidated Complaint and alleges as follows:

I.

Morrison-Knudsen Company, Inc., a Respondent herein referred to as M-K, is a corporation licensed to engage in business in the State of Idaho, and in the Territory of Alaska, having its principal office in Boise, Idaho and project offices in Anchorage, Alaska. It is engaged in the engineering of and in the performance of construction work in a number of states in the United States, and in the Territory of Alaska, for which services it annually derives an income in excess of \$10,000,000. One of the projects in which it is presently engaged in Alaska is that of constructing defense facilities for and pursuant to a direct contract with the United States Government, for which it is receiving annual compensation in excess of \$1,000,000.

Respondent M-K is an employer within the meaning of Section 2 (2), whose operations affect commerce within the meaning of Section 2 (6) and (7) of the Act.

II.

International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, a Respondent herein referred to as Local 341, is a labor organization formed among employees who are normally employed as laborers in the construction industry and in other related industries in Alaska, which is affiliated with International Hod Carriers, Building, and Common Laborers of Amer-

General Counsel's Exhibit No. 1-E—(Continued)

ica, and has its principal offices in Anchorage, Alaska.

Respondent Local 341, by virtue of its function as representative of employees with respect to their wages, hours, and working conditions, is a labor organization within the meaning of Section 2 (5) of the Act.

III.

Denton R. Moore, an individual who lived near Lake Iliamna in Alaska, who at all times material was not a member of Respondent Local 341, filed charges herein against Respondent M-K and Respondent Local 341 on October 9, 1956.

IV.

Respondent M-K and Respondent Local 341, during the six-month period prior to filing the charges herein, and at all times thereafter in the 1956 construction season in Alaska, had an unwritten agreement, arrangement or practice which governed them, whereby applicants for jobs as construction laborers were cleared by Local 341 as a condition of hire.

V.

The agreement, arrangement or practice referred to in paragraph IV was operative at times when the officials and agents of Respondent Local 341 were obligated to procure employment for members of said labor organization in preference to non-members.

VI.

While being parties to the agreement, arrange-

General Counsel's Exhibit No. 1-E—(Continued)
 ment or practice under the circumstances referred to in paragraphs IV and V, during the construction season of 1956 and within the six-month period prior to filing of charges herein, Respondent M-K used the facilities and dispatching personnel of Respondent Local 341 to determine the qualifications of applicants seeking hire as construction laborers.

VII.

Respondent M-K, during the course of its dealing with Respondent Local 341 described in paragraphs IV, V, and VI inclusive, additionally gave effect to a written agreement between them which empowered Respondent Local 341 to discipline its members in the employ of Respondent M-K without limitation on its right so to do.

VIII.

Under the circumstances described in paragraphs IV, V, and VI, Respondent Local 341 functioned as the hiring agent of Respondent M-K, and during said period on or about June 11, 1956, membership in Local 341 was required as a condition of hire and dispatch in behalf of Respondent M-K from Anchorage to its job sites, of the following applicants:

Maris Abolins	Ronald S. Crowe
Robert Bleek	Joel I. Garnes
Ralph Chapman	Harry Vance
Joseph E. Churchill	William A. Wyman

IX.

Under the circumstances described in paragraphs

General Counsel's Exhibit No. 1-E—(Continued)
IV, V, VI, and VIII, Respondent M-K refused to treat as eligible for employment as construction laborers at its Big Mountain construction site near Lake Iliamna, any local applicants at Big Mountain until such time as Respondent Local 341 had given preference to its members and to others then accepted as members, who desired dispatch for such employment, and thereby deferred until mid-August the employment (except for casual employment as cargo handlers) of the following local applicants:

Denton R. Moore	Frank Rickteroff
Elia Anelon	Michael Rickteroff
Sava Anelon	William Rickteroff
Nicheenty Anelon	Fred Roehl
Gabriel Gust	Henry Trefon
Gillie Jacho	Vas Trefon
George Jacho	Jack Vantrease
Mike Jensen	Chester Wilson
Alec Kolyaha	Paul Wassillie
Asseny Melognok	Maxim Wassillie
Fred Olympic	Ole Wassenkari
Henry Olympic	Simeon Zacker
David Rickteroff	Earnest Zink

X.

By its agreement, arrangement or practice and its course of action described above, Respondent M-K, individually and through Local 341 as its hiring agent, has discriminated in the hire of employees and with respect to applicants for employment, to encourage membership in a labor organization, in

General Counsel's Exhibit No. 1-E—(Continued)
violation of Section 8 (a)(3), and thereby has been and is interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 in violation of Section 8 (a)(1) of the Act.

XI.

By its agreement, arrangement or practice and its course of action described above, Respondent Local 341 has caused Respondent M-K to discriminate against employees and applicants for employment in a manner proscribed by Section 8 (a)(3) of the Act in violation of Section 8 (b)(2) of the Act, and thereby has been and is restraining and coercing employees in the exercise of rights guaranteed in Section 7 in violation of Section 8 (b)(1)(A) of the Act.

XII.

Under the circumstances described in paragraphs IV through XI above, the individuals named in paragraphs VIII and IX who secured employment with Respondent M-K, during the period of their employment paid initiation fees and dues to Respondent Local 341 in the amounts required for attaining and continuing membership therein.

XIII.

The acts and conduct of Respondent M-K and of Respondent Local 341, as set forth above, are unfair labor practices that have occurred and are occurring in connection with the operations of the Respondent M-K in Alaska as described in paragraph

General Counsel's Exhibit No. 1-E—(Continued)

I, and have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states of the United States and within a Territory of the United States, and between said Territory and the several states of the United States, and have led to and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, within the meaning of Sections 2 (6) and (7), 8 (a)(1) and (3), and 8 (b)(1)(A) and (2) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Acting Regional Director of the Nineteenth Region, issues this Consolidated Complaint against the above named Respondents, on this 2nd day of August, 1957.

[Seal] /s/ PATRICK H. WALKER,
Acting Regional Director National Labor Relations
Board, Region 19, 407 U. S. Court House, Seat-
tle 4, Wash.

[Title of Board and Causes.]

ORDER CONSOLIDATING CASES AND
NOTICE OF HEARING

Charges, pursuant to Section 8 (a) and (b) of the Labor Management Relations Act, 1947, as amended, 61 Stat. 136, having been filed in the above numbered cases, copies of which charges are attached hereto, and the undersigned having duly considered

General Counsel's Exhibit No. 1-E—(Continued)
the matter and deeming it necessary in order to effectuate the purposes of the Act and to avoid unnecessary costs or delay,

It Is Hereby Ordered, pursuant to Section 102.33 of the National Labor Relations Board Rules and Regulations, Series 6, as amended, that these cases be and they hereby are consolidated.

Please Take Notice that on the 19th day of August, 1957, at 10:00 A.M., in Room 407, U. S. Court House Building, Fifth and Spring, Seattle, Washington, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Consolidated Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You Are Further Notified that, pursuant to Section 102.20 of the Board's Rules and Regulations, you shall file with the undersigned Acting Regional Director, acting in this matter as agent of the National Labor Relations Board, an answer to the Consolidated Complaint within ten days from the service thereof, and that unless you do so all of the allegations in the Consolidated Complaint shall be deemed to be true and may be so found by the Board.

In Witness Whereof the General Counsel of the National Labor Relations Board, on behalf of the Board, has caused this Order Consolidating Cases and Notice of Hearing to be signed by the Acting

General Counsel's Exhibit No. 1-E—(Continued)
Regional Director for the Nineteenth Region of the
National Labor Relations Board on this 2nd day of
August, 1957.

[Seal] /s/ PATRICK H. WALKER,
Acting Regional Director, National Labor Relations
Board, 19th Region.

Admitted in Evidence September 9, 1957.

GENERAL COUNSEL'S EXHIBIT No. 1-H

[Title of Board and Causes.]

ANSWER

Respondent Union answers the Complaint on file
herein as follows:

I.

Admits the allegations contained in paragraphs
Numbered II and III of the Complaint.

II.

Alleges that it is without knowledge or informa-
tion sufficient to form a belief as to the allegations
contained in paragraph VII and therefore denies
the same except to admit that there was a written
agreement between respondents herein.

III.

Alleges that it is without knowledge or informa-
tion sufficient to form a belief as to the allegations
contained in paragraphs I and IX of the Complaint.

General Counsel's Exhibit No. 1-H—(Continued)

IV.

Denies the allegations contained in paragraphs IV, V, VI, VIII, X, XI, XII, XIII of the Complaint.

V.

Denies each and every allegation not herein specifically admitted and puts the General Counsel of the National Labor Relations Board to a strict proof thereof.

Wherefore respondent Union prays that the General Counsel take nothing by its Complaint and that the same be dismissed.

/s/ J. M. CLARK,
President, International Hod Carriers, Building,
and Common Laborers Union of America, Local
341, AFL-CIO.

HARTLIEB, GROH & RADER,
/s/ By GORDON W. HARTLIEB,
Attorneys for Local 341.

Admitted in Evidence September 9, 1957.

GENERAL COUNSEL'S EXHIBIT No. 1-I

[Title of Board and Causes.]

AMENDED ANSWER

Respondent Union files this its amended Answer to the Complaint on file herein and alleges as follows:

General Counsel's Exhibit No. 1-I—(Continued)

First Defense

I.

Alleges that it is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph I of the Complaint.

II.

Admits the allegations contained in Paragraph II of the Complaint.

III.

Admits the allegations contained in Paragraph III of the Complaint.

IV.

Denies the allegations contained in Paragraph IV of the complaint and in that regard states that there is not and never has been any agreement, oral, written or tacit, between Respondent Morrison-Knudsen and Respondent Union whereby employees or prospective employees of Respondent Morrison-Knudsen were hired upon the condition that they belong to Respondent Union or be cleared through Respondent Union.

V.

Denies the allegations contained in Paragraph V of the Complaint.

VI.

Denies the allegations contained in Paragraph VI of the Complaint.

VII.

Alleges that it is without knowledge or information sufficient to form a belief as to the allegations

General Counsel's Exhibit No. 1-I—(Continued) contained in Paragraph VII of the Complaint, except to admit that there was, during the time here in question, a written agreement to which Respondents were signators.

VIII.

Denies the allegations contained in Paragraph VIII of the Complaint.

IX.

Alleges that it is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph IX of the Complaint.

X.

Alleges that it is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph X of the Complaint.

XI.

Denies the allegations contained in Paragraph XI of the Complaint.

XII.

Denies the allegations contained in Paragraph XII of the Complaint.

XIII.

Denies the allegations contained in Paragraph XIII of the Complaint.

Second Defense

For further answer to the complaint Respondent Union states as follows:

General Counsel's Exhibit No. 1-I—(Continued)

I.

There is no agreement, understanding or practice whatsoever, written, oral or tacit, between the Respondents herein.

II.

Respondent Morrison - Knudsen in its jobs at Hinchinbrook, Tatalina, Bethel and Aniak, among others, all in the Territory of Alaska, employed numerous individuals who were not members of Respondent Union at the time of so hiring, many of whom never did become members of Respondent Union.

III.

Respondent Morrison-Knudsen entered into the employer-employee relationship with numerous individuals at the job sites at Hinchinbrook, Tatalina, Bethel and Aniak, and others, all within the Territory of Alaska, without those individuals ever being referred by Respondent Union and as a matter of fact, without Respondent Union being aware that they were hired.

IV.

Respondent Union has never by words, inferences or innuendos made threats or threats of reprisals to Respondent Morrison - Knudsen which would cause Respondent Morrison-Knudsen to discriminate against employees or prospective employees in violation of rights guaranteed under the Taft-Hartley Act.

Wherefore Respondent Union prays that the Gen-

General Counsel's Exhibit No. 1-I—(Continued)
eral Counsel take nothing by its Complaint and that
the same be dismissed.

/s/ J. M. CLARK,
President, International Hod Carriers, Building,
and Common Laborers Union of America, Local
341, AFL-CIO.

HARTLIEB, GROH & RADER,
/s/ By GORDON W. HARTLIEB,
Attorney for Local 341.

Admitted in Evidence September 9, 1957.

GENERAL COUNSEL'S EXHIBIT No. 1-K

[Title of Board and Causes.]

ANSWER OF MORRISON - KNUDSEN COM-
PANY, INC. TO CONSOLIDATED COM-
PLAINT

Comes now Morrison-Knudsen Company, Inc., a
corporation, and for answer to the Consolidated
Complaint in the above entitled cases numbered
19-CA-1405 and 19-CB-450, and pursuant to the
"Order Consolidating Cases and Notice of Hearing"
submits the following Answer to the charges made:

I.

For answer to Paragraph I admits that Morrison-
Knudsen Company, Inc. is a corporation licensed
to engage in business in the State of Idaho and in
the Territory of Alaska, having its principal office

General Counsel's Exhibit No. 1-K—(Continued) in Boise, Idaho and a district office in Anchorage, Alaska; that it is engaged in the engineering of and in the performance of construction work in a number of states in the United States and in the Territory of Alaska, for which services it annually derives an income in excess of \$10,000,000, and that during the period referred to in the Complaint was engaged in constructing defense facilities for and pursuant to a direct contract with the United States Government. Respondent further admits that it is an employer within the meaning of Section 2 (2), whose operations affect commerce within the meaning of Section 2 (6) and (7) of the Act.

II.

Respondent Morrison-Knudsen Company, Inc. states that it does not have specific knowledge or information as to the facts alleged in Paragraph II of the Consolidated Complaint but generally believes that the same are true.

III.

For answer to Paragraph III, admits that Denton R. Moore filed charges against Respondent Morrison-Knudsen Company, Inc. and Respondent Local 341 on October 9, 1956, and states that it does not have sufficient knowledge or information upon which to form a belief as to the truth of the other allegations in said paragraph contained and therefore denies the same.

IV.

Respondent Morrison - Knudsen Company, Inc.

General Counsel's Exhibit No. 1-K—(Continued) specifically denies each and every allegation as contained in Paragraph IV of the Consolidated Complaint, and the whole thereof.

V.

With respect to Paragraph V of the Consolidated Complaint, Respondent Morrison - Knudsen Company, Inc. specifically denies that there was any "agreement, arrangement or practice" as referred to in Paragraph IV, and states that it has no knowledge or information as to whether Respondent Local 341 was obligated to procure employment for its members in preference to non-members, and therefore denies said allegation.

VI.

Respondent Morrison - Knudsen Company, Inc. specifically denies each and every allegation as contained in Paragraph VI of the Consolidated Complaint, and the whole thereof.

VII.

Respondent Morrison - Knudsen Company, Inc. denies each and every allegation as contained in Paragraph VII of the Consolidated Complaint, except it is admitted that Morrison-Knudsen Company, Inc., through the Associated General Contractors of America, Inc., Alaska Chapter, was a party to an "Alaska Master Labor Agreement, 1956", to which International Hod Carriers, Building, and Common Laborers Union of America, Local 341 (Anchorage), was also a party.

General Counsel's Exhibit No. 1-K—(Continued)

VIII.

For answer to Paragraph VIII of the Consolidated Complaint, Respondent Morrison - Knudsen Company, Inc. specifically denies that Respondent Local 341 at any time was a "hiring agent" of Respondent Morrison-Knudsen Company, Inc., or that membership in Local 341 was ever required by Morrison-Knudsen Company, Inc. as a condition of hire of any of the persons in said paragraph named or of any other person whatsoever.

IX.

For answer to Paragraph IX, Respondent Morrison-Knudsen Company, Inc. specifically denies each and every allegation in said paragraph contained, and the whole thereof.

X.

For answer to Paragraph X of the Consolidated Complaint, Respondent Morrison - Knudsen Company, Inc. denies each and every allegation in said paragraph contained, and the whole thereof.

XI.

For answer to Paragraph XI of the Consolidated Complaint, Respondent Morrison-Knudsen, Inc., denies each and every allegation in said paragraph contained, and the whole thereof.

XII.

As to Paragraph XII of the Consolidated Complaint, Respondent Morrison - Knudsen Company, Inc. states that it has no knowledge or information

General Counsel's Exhibit No. 1-K—(Continued) as to which of any persons employed by it during the year 1956 were members of or paid initiation fees or dues to Respondent Local 341, and therefore denies each and every allegation in said paragraph contained.

XIII.

For answer to Paragraph XIII of the Consolidated Complaint, Respondent Morrison - Knudsen Company, Inc. specifically denies that it has engaged in any unfair labor practices whatsoever as in said Complaint alleged, or as referred to in said paragraph, and therefore denies each and every allegation in said paragraph, and the whole thereof.

Wherefore, having fully answered the charges and allegations as set forth in the Consolidated Complaint herein, Respondent Morrison - Knudsen Company, Inc. prays that said Complaint may be dismissed.

MORRISON-KNUDSEN COM-
PANY, INC.,

/s/ By R. B. SNOW,
Assistant Secretary.

ALLEN, DeGARMO & LEEDY,
Attorneys for Respondent, Morrison-Knudsen Com-
pany, Inc.

Duly Verified.

Admitted in Evidence September 9, 1957.

[Title of Board and Causes.]

INTERMEDIATE REPORT AND
RECOMMENDED ORDER

Statement of the Case

Upon two separate charges duly filed on October 9, 1956, by Denton R. Moore, the General Counsel of the National Labor Relations Board, herein respectively called the General Counsel¹ and the Board, by the then Acting Regional Director for the Nineteenth Region (Seattle, Washington), issued his consolidated complaint, dated August 2, 1957,² against Morrison-Knudsen Company, Inc., herein called M-K, and International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, herein called Local 341, alleging that M-K had engaged in, and was engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (a) (3) and (1) and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, as amended, herein called the Act, and that Local 341 had engaged in, and was engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (b) (1) (A) and (2) and Section 2 (6) and (7) of the Act.

More specifically, the consolidated complaint alleged that (1) during the 6-month period immedi-

¹ This term specifically includes counsel for the General Counsel appearing at the hearing.

² On the same day, the aforesaid Acting Regional Director issued and served upon the parties an order consolidating the above-numbered cases.

ately preceding the filing of the charges herein, October 9, 1956, and at all times thereafter, M-K and Local 341, had an unwritten agreement, arrangement, or practice whereby (a) applicants for jobs as construction laborers with M-K were obligated to be cleared by Local 341 as a condition of hire, (b) Local 341 was obligated at times to procure employment with M-K for its members in preference to nonmembers, and (c) M-K, during the 1956 construction season, used the facilities and dispatching personnel of Local 341 to determine the qualifications of applicants seeking jobs as construction laborers with it; (2) during the aforesaid 6-month period, and thereafter, the parties herein had a written agreement which permitted Local 341 to discipline its members in the employ of M-K without limitation; (3) Local 341, while functioning as hiring agent for M-K, did, on or about June 11, 1956, require eight named applicants for jobs with M-K to seek membership in said labor organization as a condition of hire and dispatch to M-K's job sites; and (4) under the aforesaid agreements, arrangements, or practices, M-K refused to treat as eligible for employment as construction laborers at its Big Mountain construction site near Lake Iliamna, any local applicants at Big Mountain until such time as Local 341 had given preference to its members and to others then accepted as members, who desired dispatch for such employment, and thereby deferring until mid-August the employment (except for casual employment as cargo handlers) 26 named local applicants.

M-K and Local 341 each duly filed due and timely answers to the consolidated complaint denying the commission of the unfair labor practices alleged.

Pursuant to due notice, a hearing was held on various days between September 9 and October 31, 1957, at Anchorage, Big Mountain, and Iliamna, Alaska, and at Seattle, Washington, before the undersigned, the duly designated Trial Examiner. The General Counsel, M-K, and Local 341 were represented by counsel and were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce pertinent evidence, to argue orally at the conclusion of the taking of the evidence, and to file briefs with the undersigned. A brief has been received from counsel for M-K which has been carefully considered.

At the conclusion of the General Counsel's case-in-chief, counsel for Local 341 moved to dismiss the allegations of the consolidated complaint with respect to his client for lack of proof. The motion was granted over the objection of the General Counsel. A similar motion was made by counsel for M-K to dismiss the consolidated complaint as to M-K, which was denied.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

Findings of Fact

I. The Business Operations of Morrison-Knudsen Company, Inc.

M-K, an Idaho corporation, having its principal

offices and place of business in Boise, Idaho, is engaged in the engineering and construction business in several States of the United States and in the Territory of Alaska from which it derives an annual income in excess of \$10,000,000. One of the projects in which it was engaged in Alaska at the time of the hearing herein was the construction of certain defense facilities for the United States Government for which it is paid in excess of \$1,000,000 a year.

Upon the above undisputed facts, the undersigned finds that M-K is engaged in, and during all times material herein was engaged in, commerce within the meaning of the Act and that it will effectuate the policies of the Act for the Board to assert jurisdiction in this proceeding.

II. The Labor Organization Involved

International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, is a labor organization admitting to membership employees of M-K.

III. The Unfair Labor Practices of M-K

A. Prefatory Statement

The sole question to be resolved here is whether M-K violated the Act when it requested the four University of Washington athletes named in the complaint and who testified herein, and others, to join Local 341 and to be cleared and dispatched by it, before M-K would put them to work at one of its Alaskan job sites.³

³ As noted above, the undersigned, at the conclu-

B. The Pertinent Facts

The credited evidence discloses that Maris A. Abolins, Ronald S. Crowe, Joel I. Garnes, and Robert Bleek, athletes who were preparing to enter the University of Washington in the Fall of 1956,⁴ and who had been promised employment in Alaska for the Summer by M-K as a result of requests made to M-K by the University Athletic Department, ar-

sion of the General Counsel's case-in-chief, dismissed the consolidated complaint with respect to Local 341. Since the undersigned is convinced, and finds, that the allegations of the consolidated complaint with reference to the refusal of M-K "to treat as eligible for employment as construction laborers at its Big Mountain construction site near Lake Iliamna, any local applicants at Big Mountain until such time as Respondent Local 341 had given preference to its members and to others then accepted as members, who desired dispatch for such employment, and thereby deferred until mid-August the employment (except for casual employment as cargo handlers)" the 26 persons named in the consolidated complaint, have not been sustained by the credited evidence, he recommends that said allegations be dismissed. The undersigned further recommends that the allegations of the consolidated complaint that M-K permitted Local 341 unlimited authority to discipline its members in M-K employ be dismissed for lack of substantial evidence. In addition, the undersigned has given no consideration as to whether the M-K employment application (G.C. 4) in use during the period in question, which application specifically calls for the applicant to disclose his union affiliation was violative of the Act for the sole reason that the consolidated complaint raised no such issue.

⁴ Unless otherwise noted all dates hereinafter refer to 1956.

rived in Anchorage on June 10, and on the following day called at the offices of Aner W. Erickson, M-K's Alaska District Manager and the person to whom the Athletic Department told said students to contact. Because Erickson was not in the office when the four students arrived they were ushered into Harold M. Haugen's office, the then office manager for M-K's lump sum contract⁵ and the person whom Erickson had previously informed that he had promised employment to five college students.

Abolins testified that during the course of the interview he, Crowe, Garnes, and Bleek had with Haugen,⁶ they were told by Haugen that they would have to go through the Union Hall and then they would be dispatched to a job site. Abolins further testified that because of the lapse of time between the date of his interview with Haugen and the date he testified in the instant proceeding he could not remember Haugen's exact words but that the "intimation was unmistakable" that what Haugen intended to convey to him and his three companions was that they would have to join Local 341 in order to obtain a laborer's job with M-K.⁷

⁵ This contract was administered separately and by different personnel officials than the so-called White Alice contract. The employees working under the latter contract are the only ones, except Haugen, involved in these proceedings.

⁶ Neither Abolins, Crowe, nor Garnes could recall Haugen's name. The record, however, is manifestly clear, and the undersigned finds, that the person who interviewed Abolins, Crowe, Garnes, and Bleek on June 11 was, in fact, Haugen.

⁷ The following testimony elicited from Haugen

Crowe testified that at the above referred to interview, Haugen stated, to quote Crowe, "he had expected us, that we had jobs, that there were a couple of steps to go through and we would be sent out immediately. First, we would have to see the Union, then [go] to M-K employment office for dispatch. * * * I don't know what he said exactly. He said one of the first steps would be to go through the union and then through the dispatch."

According to Garnes, Haugen stated at the afore-said interview, to quote Garnes, "we would have to join the union before we could work." On cross-examination by counsel for M-K, Garnes testified in part as follows:

Q. Mr. Crowe mentioned that he did not recall anyone telling them they had to join the union, that Mr. Haugen advised that he check with the

on cross-examination by the General Counsel bears significantly upon Abolins' interpretation of Haugen's above referred to remarks:

Q. As soon as they (the four students) arrived you called the union hall and got ahold of Harold Groothias and told them (sic) the boys were there?

A. Yes, sir.

Q. And Harold came down and signed them up in the union?

A. That I am not aware of.

Q. Why do you think Harold came down to see them?

A. Well, I believe in most instances they always saw those men that we checked through the union before they were dispatched.

Q. Isn't it obvious that the reason they (sic) saw them was that he signed them in the union?

A. I think that is reasonable to expect. That would be one of the chief objectives or interest.

union. Does your recollection differ from Mr. Crowe's?

A. I am quite sure Mr. Haugen said we had to join the union before we could go to work.

Q. Did you question that?

A. No, I didn't.

* * * * *

Q. Did you ask Mr. Haugen if you had to join a union?

A. No, he just told us we had to.

Q. What did he say?

A. He said we had to join the union before we could go to work.

Q. Are you sure he didn't say that you ought to check with the union?

A. No, he didn't say anything like that.

Q. Did he ask you if you wanted to join the union?

A. No, he didn't ask us if we wanted to.

Haugen testified that he did not discuss "the question of union relationship" of the four named students with them on June 11 and had "no recollection of saying anything to them about a union or unions, except to the extent that I told them that I would like to have them check through the laborer's local since they were going out on one of the projects as a laborer." He further testified that the reason he asked the students to "check through the laborer's local" was because, "That was simply a practice that had been going on for some time, principally, I suppose so that the unions

would know who [were] employed on our projects, how many union and how many non-union.”

William A. Wyman, the fifth University of Washington athlete referred to in the record, testified, and the undersigned finds, that he arrived in Anchorage on June 12; that the following day he went to the offices of M-K and saw either Sean Brady, M-K's then assistant to the personnel manager, or C. E. King, M-K's assistant project manager on the White Alice construction job, and that the following there ensued:

At any rate, whoever I talked to⁸ asked me a few questions about the football team and what not and told me that the other four men had gone out yesterday and that I would be going out the following day and told me that I would be going too, and told me that I would need a dispatch slip. They said that I would have to get that from the local union, and they said that after I got my dispatch slip, I could go back to the hotel and wait until the following morning when I could take a limousine out to the airfield and take a plane to the job site.

Wyman further testified, and the undersigned finds, that upon leaving M-K's offices he went to Local

⁸ King testified that after inquiring about the condition of the University of Washington's football team and after advising Wyman that he had a job, he took him to either Brady or to Personnel Manager Raoul Wargny, where he introduced Wyman and then immediately returned to his own office. Brady testified but was not questioned about Wyman.

341, where he signed a membership application blank, arranged to pay the required initiation fees and dues at a later date, received a dispatch slip, and the following day was shipped to the Oniak job site.

In the light of the entire record which has been very carefully scrutinized by the undersigned, coupled with the fact that Abolins, Crowe, and Garnes each particularly impressed the undersigned as being one who was careful with the truth and meticulous in not enlarging his testimony beyond his actual memory of what occurred, while Haugen, on the other hand, appeared to be attempting to conform his testimony to what he considered to be to the best interest of M-K, the undersigned finds the testimony of Abolins, Crowe, and Garnes, regarding the June 11 interview with Haugen to be substantially in accord with the facts.^o

The undersigned further finds that Haugen stated, in effect, at his June 11 interview with Abolins, Crowe, Garnes, and Bleek that they would have to join Local 341 in order to obtain a laborer's job with M-K. This finding is buttressed by the following: (1) Prior to the five college students arriving in Anchorage, Haugen had telephoned Groo-

^o This is not to say that at times Abolins, Crowe, and Garnes were not confused on certain matters or that there were not variations in their objectivity and convincingness. But it also should be noted that the candor with which each admitted that he could not be certain as to the exact words used, only serves to add credence to what a careful study of their testimony shows that they honestly believed to be the facts.

thias,¹⁰ business agent of Local 341, and told him, to quote from Haugen's testimony, "These boys would be arriving soon and that they had been promised employment and would be going out to one or more of our projects as laborers"; (2) on June 11, Haugen telephoned Groothias and told him, to again quote Haugen, "The boys were in my office and would be dispatched to the job, either that day or the following day"; (3) Groothias' reply to the immediately above quote, to further quote Haugen, "He would like to see them but he didn't want them to come to the hall. * * * He said the hall was full of men and that he would like to come down to our yard and see them"; (4) Groothias' visit to the offices of M-K shortly after the above-mentioned telephone conversation where Haugen introduced Groothias to Abolins, Crowe, Garnes, and Bleek; (5) Groothias' signing up the above-named four in Local 341, agreeing to accept the required initiation fees and dues at a later date, and then driving them to the White Alice project personnel offices where, outside of Groothias' presence, they were instructed to obtain Local 341 clearance and then return to their motel to await shipping orders.

C. Concluding Findings

Section 8 (a) (3) of the Act enjoins employers from practicing "discrimination in regard to hire * * *" of employees so as to "encourage or dis-

¹⁰ Also referred to in the record as Groothius and Groothuis.

courage membership in any labor organization.¹¹ An employer, of course, violates this prohibition if he maintains a closed shop, making membership in a union a prerequisite to initial employment in his establishment.¹² The statutory ban on discrimination with regard to hire likewise applies where an employer refers applicants for employment to a union to obtain a clearance before putting the applicant to work, thereby transferring to the union the power to veto his employment of job applicants, at least as to those applicants for jobs who are not members of the union, for it is obvious that an employer manifestly "encourage(s) membership" in the union when he requires nonmembers, as here, to obtain said union's clearance as a prerequisite to obtaining a job.¹³

¹¹ The so-called union shop proviso in the Act was amended in 1947 so as to outlaw union-security agreements making union membership a condition of employment at any time prior to the thirtieth day following the beginning of such employment. The Senate sponsors of this amendment declared that its purpose was to abolish hiring practices prevalent "in the maritime industry and to a large extent in the construction industry" which created "too great a barrier to free employment to be longer tolerated." S. Rep. No. 105, 80th Cong., 1st Sess., p. 6; see also statement by Senator Taft at 93 Cong. Rec. 3836.

¹² *N. L. R. B. v. National Maritime Union*, 175 F. 2d 686 (C.A. 2); *N. L. R. B. v. Arthur G. McKee and Co.*, 196 F. 2d 636 (C.A. 5); *N. L. R. B. v. Daniel Hamn Draying Co.*, 185 F. 2d 1020 (C.A. 5); *N. L. R. B. v. Fry Roofing Company*, 193 F. 2d 324 (C.A. 9).

¹³ See *N. L. R. B. v. Radio Officers' Union*, 347

The evidence, as epitomized above, overwhelmingly supports a finding that M-K reserved its laborer jobs arising out of its Anchorage offices for persons who were members of Local 341 or able to secure Local 341 clearance. Haugen made it clear to the four students he interviewed on June 11, that they would not be assigned to any job unless or until they had joined Local 341 and had received its clearances.¹⁴

Upon the record as a whole, the undersigned finds that by withholding job assignments to Abolins, Crowe, Garnes, Bleek, and Wyman until they, and each of them, had joined Local 341 and had ob-

U.S. 17; *N. L. R. B. v. Arthur G. McKee and Co.*, supra; cf., *Webb Construction Co. v. N. L. R. B.*, 196 F. 2d 702 (C.A. 8).

¹⁴ M-K contended at the hearing and in its brief that Haugen had no authority to hire any person for the White Alice project inasmuch as this function was solely in the hands of Wargny, the personnel manager of that project, subject, of course, to Erickson's instructions. Be this as it may, Haugen was the ranking M-K official on the scene at the time when Abolins, Crowe, Garnes, and Bleek presented themselves for employment. Without disavowing his authority to dispose of their applications, he arranged for Grootias to interview them at the M-K offices, and did not even intimate to the four applicants that Wargny was the proper person for them to see. For Haugen's unlawful conduct, described above, M-K was manifestly responsible, whether or not its agent overstepped undisclosed limitations upon his authority. *International Association of Machinists v. N. L. R. B.*, 311 U.S. 72; *N. L. R. B. v. Security Warehouse and Cold Storage Co.*, 136 F. 2d 829 (C.A. 9); *N. L. R. B. v. Acme Mattress Co.*, 192 F. 2d 524 (C.A. 7); and Section 2 (13) of the Act.

tained job clearances from it, M-K violated Section 8 (a) (3) of the Act,¹⁵ and by engaging in such discriminatory hiring practices it interfered with, restrained, and coerced its employees and prospective employees in the rights guaranteed by Section 7 of the Act thereby violating Section 8 (a) (1) thereof.

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of M-K, set forth in Section III above, occurring in connection with its operations, described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and such of them as have been found to constitute unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that M-K has engaged in unfair labor practices, violative of Section 8 (a) (1) of the Act, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the record does not sustain the allegations of the consolidated complaint that M-K unlawfully permitted Local 341 unlimited

¹⁵ See Northern California Chapter, The Associated General Contractors of America, Inc., et al., 119 NLRB No. 133.

power to discipline M-K employee-members and the allegations that M-K discriminatorily refused to hire local inhabitants on the White Alice project, the undersigned will recommend that said allegations be dismissed.

Upon the basis of the foregoing findings of fact, and of the entire record in this proceeding, the undersigned makes the following:

Conclusions of Law

1. Morrison-Knudsen Company, Inc., is an employer within the meaning of Section 2 (2) of the Act.

2. International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, is a labor organization within the meaning of Section 2 (5) of the Act.

3. By encouraging membership in Local 341, by refusing employment to Abolins, Crowe, Garnes, Bleek, Wyman, and others, unless and until they had joined Local 341 and had received its job clearance, M-K has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

4. By interfering with, restraining, and coercing employees, and prospective employees, in the exercise of the rights guaranteed by Section 7 of the Act, M-K has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

5. The aforesaid unfair labor practices are un-

fair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

6. The record does not sustain the allegations of the consolidated complaint that M-K discriminated against local inhabitants on the White Alice project nor does it sustain the allegations that M-K unlawfully permitted Local 341 unlimited power to discipline M-K employee-members.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this proceeding, the undersigned recommends that Morrison-Knudsen Company, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Encouraging membership in Local 341, or in any other labor organization, by refusing employment to its employees and to prospective employees unless and until they join Local 341 and receive its clearance, or in any other manner discriminating against employees and prospective employees in regard to their hire or tenure of employment or any term or condition of employment.

(b) In any like or related manner interfering with, restraining or coercing employees or prospective employees in the exercise of their right to self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to

refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action which the undersigned finds will effectuate the purposes of the Act.

(a) Post in conspicuous places at their principal offices in Anchorage, Alaska, including places where notices to its employees are customarily posted, copies of the notice attached hereto and marked Appendix A. Copies of said notice, to be furnished by the Regional Director of the Nineteenth Region of the Board, shall, after being signed by a duly authorized representative of Morrison-Knudsen Company, Inc., be posted by it immediately upon receipt thereof and maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by M-K to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the aforesaid Regional Director, in writing, within 20 days from the receipt of this Intermediate Report and Recommended Order what steps it has taken to comply therewith.

It is further recommended that unless M-K shall within 20 days of the receipt of this Intermediate Report and Recommended Order notify the Regional Director, in writing, that it will comply with the foregoing recommendations, the Board issue an order requiring M-K to take the action aforesaid.

It is also recommended that the allegation of the

consolidated complaint that M-K discriminated against local inhabitants on the White Alice project or that it unlawfully permitted Local 341 unlimited power to discipline M-K employee-members, be dismissed.

Dated this 20th day of January, 1958.

/s/ HOWARD MYERS,
Trial Examiner.

APPENDIX A

Notice to All Employees and All Applicants for Employment. Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees and applicants for employment that:

We Will Not encourage membership in International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, or in any other labor organization, by requiring our employees or applicants for employment to join the aforesaid union, or any other labor organization, in order to obtain employment with us as laborers or in any other manner discriminate against employees or applicants for employment in regard to their hire or tenure of employment or any term or condition of employment.

We Will Not, in any like or related manner, interfere with, restrain, or coerce employees or applicants for employment in the exercise of their right

to self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection and to refrain from any or all such activities, except to the extent that such right might be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

All our employees and applicants for employment are free to become or remain members of the above-named Union or any other labor organization except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the amended Act.

Morrison-Knudsen Company, Inc.
(Employer)

Dated.....

By
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Causes.]

GENERAL COUNSEL'S EXCEPTIONS
TO INTERMEDIATE REPORT

Comes now the undersigned Counsel for the General Counsel and hereby excepts to the Interme-

diatc Report of the Trial Examiner issued in the above entitled cause of action against Morrison-Knudsen Company, Inc., herein called Respondent Employer, and International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, herein called Respondent Union.

Reference to Intermediate Report:

I.

Page 2, lines 1 to 11; Page 8, lines 14 to 27—The failure to find and conclude as a matter of law that Respondent Employer and Respondent Union had an unlawful unwritten closed-shop agreement, arrangement or practice, which required applicants for jobs with Respondent Employer to be cleared by Respondent Union as a condition of hire.

(GC Ex. 1-E, par. 8; R. 9 to 11; R. 23, ll. 1 to 25; R. 34, ll. 18 to 25; R. 36, ll. 6 to 19; R. 37, ll. 5 to 25; R. 44, ll. 13 to 21; R. 46, ll. 4 to 21; R. 45, ll. 5 to 10; R. 122, l. 18 to R. 132, l. 24.)

II.

Page 3, lines 37 to 39—The dismissal of the complaint with respect to Respondent Union.

(R. 243, ll. 9 to 15; R. 244, ll. 19 and 20.)

III.

Page 3, lines 40 to 49; Page 8, lines 38 to 42; Page 9, lines 34 to 37—The dismissal of the allegations of the complaint that 26 persons were deferred in employment because Respondent Union had given preference in employment to its members.

(GC Ex. 1-E, par. 9.)

IV.

Page 3, lines 51 to 54; Page 8, lines 38 to 42; Page 9, lines 34 to 37—The dismissal of the allegations of the complaint that Respondent Employer permitted Respondent Union to exercise unlimited authority to discipline its members in the employ of Respondent Employer.

(GC Ex. 1-E, par. 7; GC Ex. 5, Article IV.)

V.

Page 2, lines 6 to 8—The failure to find Respondents had an unwritten agreement, arrangement, or practice, whereby applicants for jobs with Respondent Employer were obligated to be cleared by Respondent Union as a condition of hire.

(Record references as cited in Exception I above, and GC Ex. 1-E, par. 4.)

VI.

Page 2, lines 8 to 11—The failure to find that Respondent Employer used the facilities and dispatching personnel of Respondent Union to determine the qualifications of applicants for employment.

(GC Ex. 1-E, par. 6, and record references cited in Exception I above.)

VII.

Page 9, lines 13 to 22—The failure to order Respondents to post notices at all construction sites during the employment season and within the Territorial jurisdiction of Respondent Union.

VIII.

Page 9, lines 10 to 22—The failure to order joint

and several disgorgement by Respondent Employer and Respondent Union of all moneys paid to Respondent Union by the discriminatees.

The foregoing exceptions are based upon all the evidence in the record made in this case and for the reason that the rulings, findings and conclusions and omissions thereof are contrary to the facts and the evidence, and are contrary to law.

Dated and signed at Seattle, Washington, this 10th day of February, 1958.

/s/ ROBERT E. TILLMAN,
Counsel for the General Counsel.

[Title of Board and Cause No. 1405.]

EXCEPTIONS OF MORRISON - KNUDSEN
COMPANY, INC., TO INTERMEDIATE
REPORT AND RECOMMENDED ORDER
OF THE TRIAL EXAMINER

Morrison-Knudsen Company, Inc., one of the above named Respondents, does hereby respectfully except to the Intermediate Report and Recommended Order of the Trial Examiner, entered in the above entitled case on the 20th day of January, 1958, as follows:

Findings

Exception No. 1:

To that portion of the Findings, contained on Page 7, Lines 20 through 23, which provides:

"* * * engaging in such discriminatory hiring practices it interfered with, restrained, and coerced

its employees and prospective employees in the rights guaranteed by Section 7 of the Act thereby violating Section 8 (a) (1) thereof.”

Recommended Order

Exception No. 2:

To that portion of Paragraph 1(a) of the Recommended Order, appearing on Page 8, Lines 56 through 59, which provides:

“* * * or in any other manner discriminating against employees and prospective employees in regard to their hire or tenure of employment or any term or condition of employment.”

Exception No. 3:

To the provisions of Paragraph 1(b) of the Recommended Order, commencing on Page 8, Line 60 to Page 9, Line 8, and providing:

“In any like or related manner interfering with, restraining or coercing employees or prospective employees in the exercise of their right to self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.”

Exception No. 4:

To that portion of Appendix A referred to in Paragraph 2(a) of the Recommended Order which provides:

“* * * or in any other manner discriminate against employees or applicants for employment in regard to their hire or tenure of employment of any term or condition of employment.”

Exception No. 5:

To that portion of Appendix A referred to in Paragraph 2 (a) of the Recommended Order which provides:

“We Will Not in any like or related manner, interfere with, restrain, or coerce employees or applicants for employment in the exercise of their right to self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection and to refrain from any or all such activities, except to the extent that such right might be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.”

Dated and respectfully submitted this day of February, 1958.

ALLEN, DeGARMO & LEEDY,
Attorneys for the Respondent,
Morrison-Knudsen Company, Inc.

TRIAL EXAMINER'S EXHIBIT 1

United States of America
Before the National Labor Relations Board

Case No. 19-CA-1405

MORRISON-KNUDSEN COMPANY, INC. and
DENTON R. MOORE, An Individual.

Case No. 19-CB-450

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO, and
DENTON R. MOORE, An Individual.

DECISION AND ORDER REMANDING CASE

Hearing upon the consolidated complaint herein was held before Trial Examiner Howard Myers between September 9 and October 31, 1957. On September 13, 1957, at the close of the General Counsel's case, the Trial Examiner orally granted a motion of the Respondent Union, herein called the Union, to dismiss the consolidated complaint as to it. The complaint alleged, inter alia, that the Respondent Company, herein called the Company, and the Union had an unwritten agreement, arrangement, or practice requiring that applicants for jobs with the Employer be cleared by, and join, the Union as a condition of hire, and that such arrangement or practice violated Sections 8 (a) (3) and (1) and 8 (b) (2) and (1) (A) of the Act.

The trial Examiner found that the Company vio-

Trial Examiner's Exhibit 1—(Continued)

lated Section 8 (a) (3) of the Act by withholding job assignments from 5 prospective employees until they had joined the Union and obtained job clearances from it. He further found that by engaging in such "discriminatory hiring practice" the Company violated Section 8 (a) (1) of the Act. He recommended, however, that all other allegations of the complaint against the Company be dismissed, and, as noted above, at the completion of the General Counsel's case, dismissed the complaint as to the Union.

The General Counsel excepts, *inter alia*, to the dismissal of the complaint as to the Union, contending that the evidence adduced at the hearing established that the Union was a party to a closed shop arrangement violative of Section 8 (b) (2) and (1) (A) of the Act, and the General Counsel requests the Board so to find upon the present record. In support of this contention, the General Counsel points to the Company's practice, as found by the Trial Examiner, of requiring union clearance and membership of applicants for employment, plus testimony, not discussed by the Trial Examiner, to the effect that (1) the Company was "allowed" to specify the names of 50 percent of the employees to be dispatched by the Union; (2) the Company inquired as to whether particular job applicants were in good standing with the Union and accepted substitutes from the Union if such applicants were not in good standing; (3) on one occasion, a union job steward told a new employee

Trial Examiner's Exhibit 1—(Continued)

that his first financial commitment was to pay his dues to the Union or he would be put off the job; and (4) on another occasion, the business agent of the Union told a prospective employee that he would be given a dispatch slip as soon as he completed his application for membership in the Union. This testimony stands uncontradicted in the record.

We find that the foregoing evidence was sufficient to establish a prima facie case of violation by the Respondent Union of Sections 8 (b) (1) (A) and 8 (b) (2) of the Act through participation with the Respondent Company in an illegal closed shop and hiring hall arrangement. Accordingly, we find that the Trial Examiner erred in dismissing the complaint as to the Union upon the record before him, and, we hereby set aside that ruling. The Board, however, is not prepared on the present record to determine, as the General Counsel urges, whether the Union was, in fact, a party to the illegal hiring arrangement alleged in the complaint, since, in view of the dismissal as to the Union at the completion of the General Counsel's case, the Union has not had an opportunity to present its defense. We shall therefore remand the case to the Trial Examiner for further proceedings consistent with this Decision and Order.

Order

It Is Hereby Ordered that the above-entitled case be, and it hereby is, remanded to the Trial Examiner for further proceedings consistent with

Trial Examiner's Exhibit 1—(Continued)
this Decision and Order Remanding Case, including such additional hearing as may be necessary and the preparation and issuance of a Supplemental Intermediate Report, setting forth his findings of fact, conclusions of law, and recommendations with respect to the unfair labor practices by the Union alleged in the complaint and any modifications in the Intermediate Report of January 20, 1958, which may be required in view thereof.

Dated, Washington, D. C., July 31, 1958.

BOYD LEEDOM, Chairman,
PHILIP RAY RODGERS, Member,
STEPHEN S. BEAN, Member,
JOHN H. FANNING, Member,
[Seal] National Labor Relations Board.

TRIAL EXAMINER'S EXHIBIT No. 2

(Copy)

[Telegram]

Official Business—Government Rates
From NLRB—Div. of Trial Exmnr.

Gordon W. Hartlieb

Aug. 22, 1958

Box 2068

Anchorage, Alaska

Charles Y. Latimer

407 U. S. Courthouse

Seattle, Washington

Seth W. Morrison

1308 Northern Life Bldg.

Seattle, Washington

Trial Examiner's Exhibit No. 2—(Continued)

Denton R. Moore

Kokhanok Bay, Alaska

Re Morrison-Knudsen et al., 19-CA-1405, CB-450.

This Hearing Is Hereby Reopened and Will Resume for Purpose of Taking Testimony and Hearing Argument at a Room in the United States Court House Bldg. in Anchorage, Alaska, at 10 A.M., September 8, 1958.

Howard Myers,

Trial Examiner.

CC: Howard Myers

Thomas P. Graham

Pamela Adsit

TRIAL EXAMINER'S EXHIBIT No. 3

[Western Union Telegram]

OA 115

1958 Sep 5 AM 2 34

SSV 112 O SEA094 NL PD Anchorage Alaska 4

Howard Myers Trial Examiner, National Labor Relations Board 266 USS Appraisers Bldg S Fran

Re: Morrison-Knudsen, Et Al NLRB Case Numbers 19-CA-1405, 19-CB-450 Respondent Union Rests and Request That Supplemental Intermediate Report Be Based on Evidence Presently in Record Gordon W Hartlieb
19-CA-1405 19-CB-450.

TRIAL EXAMINER'S EXHIBIT No. 4

[Telegram]

Official Business—Government Rates

Chg. Appropriation NLRB

September 5, 1958

Gordon W. Hartlieb, Box 2068, Anchorage Alaska
Charles Y. Latimer, 407 U. S. Courthouse, Seattle,
Washington

Seth W. Morrison, 1308 Northern Life Bldg., Seat-
tle, Washington

Denton R. Moore, Kokhanok Bay, Alaska

Alderson Reporting Co., 306 - 9th Street, Washing-
ton, D. C.

Re Morrison-Knudsen Et Al., 19-CA-1405, 19-CB-
450, Notice of Resumption of Hearing Given Au-
gust 22, 1958, is Hereby Cancelled and the Hearing
Is Closed.

Howard Myers, Trial Examiner.

[Title of Board and Causes.]

SUPPLEMENTAL INTERMEDIATE REPORT
AND RECOMMENDED ORDER

At the conclusion of the General Counsel's case-
in-chief, the undersigned granted the motion of
counsel for Local 341 to dismiss the consolidated
complaint as to it.

On January 20, 1958, the undersigned issued his
Intermediate Report and Recommended Order,
herein called Report, finding that the Respondent
Company, herein called M-K, had violated Section

8 (a) (1) and (3) by, among other things, withholding job assignments from five prospective employees until they had joined Local 341. Thereafter the General Counsel duly filed exceptions to said Report.

With respect to the dismissal of the consolidated complaint, as to Local 341, the exceptions alleged that the evidence adduced at the hearing fully established that Local 341 was a party to a closed shop arrangement violative of the Act. In support of this allegation the General Counsel points to certain findings of fact set out in said Report plus certain evidence not discussed therein.

On July 31, the Board issued a Decision and Order¹ remanding the case to the undersigned "for further proceeding consistent with this Decision and Order Remanding Case, including such additional hearing as may be necessary and the preparation and issuance of a Supplemental Intermediate Report, setting forth his findings of facts, conclusions of law, and recommendations with respect to the unfair labor practices by the Union alleged in the complaint and any modifications in the Intermediate Report * * * which may be required in view thereof."

On August 22, the undersigned sent the following telegram² to General Counsel, to counsel for each respondent, and to the charging party:

¹ A copy thereof is hereby received in evidence as Trial Examiner's Exhibit 1.

² Copy thereof is hereby received in evidence as Trial Examiner's Exhibit 2.

Re Morrison-Knudsen Et Al., 19-CA-1405, CB-450 This Hearing Is Hereby Reopened and Will Resume for Purpose of Taking Testimony and Hearing Argument at a Room in the United States Court House Bldg. at Anchorage, Alaska, at 10 A.M. September 8, 1958.

On September 5, the undersigned received the following telegram³ from the Union's counsel, copies of which were sent to the General Counsel and the Company's counsel:

Re: Morrison-Knudsen, Et. Al. NLRB Case Numbers 19-CA-1405, 19-CB-450 Respondent Union Rests and Requests That Supplemental Intermediate Report Be Based on Evidence Presently in Record.

The same day, September 5, the undersigned sent the following telegram⁴ to the General Counsel, to counsel for each respondent, and to the charging party:

Re Morrison-Knudsen Et Al., 19-CA-1405, 19-CB-450, Notice of Resumption of Hearing Given August 22, 1958, is hereby Cancelled and the Hearing Is Closed.

The questions to be resolved in this supplemental report are whether (1) during the 6-month period immediately preceding the filing of the charges herein, October 9, 1956, and at all times thereafter,

³ Copy thereof is hereby received in evidence as Trial Examiner's Exhibit 3.

⁴ Copy thereof is hereby received in evidence as Trial Examiner's Exhibit 4.

M-K and Local 341, had an unwritten agreement, arrangement or practice whereby (a) applicants for jobs as construction laborers with M-K were obligated to be cleared by Local 341 as a condition of hire, (b) Local 341 was obligated at times to procure employment with M-K for its members in preference to nonmembers, and (c) M-K, during the 1956 construction season, used the facilities and dispatching personnel of Local 341 to determine the qualifications of applicants seeking jobs as construction laborers with it; (2) during the aforesaid 6-month period, and thereafter, the parties herein had a written agreement which permitted Local 341 to discipline its members in the employ of M-K without limitation; (3) Local 341, while functioning as hiring agent for M-K, did, on or about June 11, 1956, require five named applicants for jobs with M-K to seek membership in said labor organization as a condition of hire and dispatch to M-K's job sites; and (4) under the aforesaid agreements, arrangements, or practices, M-K refused to treat as eligible for employment as construction laborers at its Big Mountain construction site near Lake Iliamna, any local applicants at Big Mountain until such time as Local 341 had given preference to its members and to others then accepted as members, who desired dispatch for such employment, and thereby deferring until mid-August the employment (except for casual employment as cargo handlers) 26 named local applicants.

There can be no doubt that if Local 341 engaged

in such conduct it violated Section 8 (b) (1) (A) and (2) of the Act.⁵

Upon the entire record in the case, all of which has been carefully read, and parts of which have been reread and rechecked several times, the undersigned makes, in addition to the findings of facts, conclusions of law, and recommendations made in the Report, and following findings, conclusions, and recommendations.

Raoul Wargny credibly testified that from March 3 to until the latter part of July 1956, he was personnel manager and, as such, hired persons for the M-K's so-called White Alice construction job; that when a site superintendent would request his department for a certain laborer by name he would telephone Local 341 and ask if this particular person was in good standing and if he was "eligible to be dispatched for hiring"; that if the said person was available and "eligible" Local 341 "would dispatch him [to us] and we would process him and send him out to the site"; that if Local 341 "failed to dispatch" the requested person because he was not in good standing nor eligible he "would ask for a substitute"; and M-K was "allowed to specify the names of 50 percent of the persons to be dispatched by Local 341; that the five college students involved in this proceeding were processed

⁵ N. L. R. B. v. International Brotherhood of Boilermakers, etc., 232 F. 2d 393 (C.A. 3); N. L. R. B. v. Daboll, 216 F. 2d 143 (C.A. 9); Pardee Construction Co., 115 NLRB 126. Also see cases cited in footnotes 12 and 13 of the Report.

in the regular manner; that when said students reported for work he told "them to go down to the union and join it and come back to the office"; and that when they received the necessary dispatch slips and returned to M-K they were processed and each was sent to a different job site.

Wargny credibly testified further that if a requested laborer was not a member of Local 341, it would not clear him and he would not be put to work by M-K; that before a laborer was put to work by M-K, he would have to have a Local 341 clearance or dispatch slip; and that on one occasion he requested Local 341 to dispatch a certain named person but it refused to do so because he "was not a member of the union and they had so many men on the bench that had priority that they didn't want to accept any more."

According to the undenied and credible testimony of Morris A. Abolins, one of the college students mentioned in the Report, Local 341's business representative, Groothias, told him on June 12, when he and the other three students applied for dispatch slips, to quote Abolins, "we would have to join the union [in order to work for M-K] and * * * generally it is accepted practice for the individual, when he desires to join the union, to pay \$50 initiation fee at the time he joins. * * * he was making a special exception in our case and he would let us go out there owing him money. But he put it very clearly to us, that if we did not send the money in within the first or second pay

check, he would come out and get us"; and that after he had been at the Big Mountain job site 2 or 3 days he had the following conversation with the Local 341 job steward:

He asked me if I had paid my dues and I said no. He said that I should pay them with the first check that I got and send it [by] mail [or] give it to him and he would send it on to Anchorage and pay it * * * I said that I had a previous commitment. I said my first check would go for my fare up here * * * He said that my first commitment was, of course, the union or they would put me out of a job. If it hadn't been for them I wouldn't be out there. Well, I finally agreed that I should pay the union with my second pay check which I did.

William A. Wyman, one of the University of Washington athletes referred to in the Report, credibly testified that when he reported for work, at M-K on June 13, he was told by an M-K official that he had to obtain a Local 341 clearance before he could be put to work; that said official telephoned Groothias and said that he was sending him to Local 341 for a dispatch slip; and that when he arrived there he asked Groothias for a dispatch slip and Groothias replied, "Well, we will get the dispatch slip for you as soon as we fill out the application" for membership in Local 341.

The facts summarized above establish that M-K and Local 341 were parties to an unlawful arrange-

ment under which applicants for work were required to become members of Local 341 or be dispatched by Local 341 as a condition of employment. The record further establishes that M-K acceded to Local 341's requirement for dispatch slips as a condition of employment and that Local 341 was aware of this fact. Such joint action by M-K and Local 341 establishes the existence of an arrangement requiring dispatch slips from Local 341, which were only issued after application for membership therein had been made, as a condition of employment by M-K.

Accordingly, the undersigned finds that by participating with M-K in an agreement, understanding, and practice that required laborers who were not members of Local 341, and others, to obtain dispatch slips from Local 341 as a condition of employment, Local 341 has caused M-K to discriminate against its employees in violation of Section 8 (a) (3) of the Act. By engaging in such conduct, the undersigned finds Local 341 has violated Section 8 (b) (1) (A) and (2).⁶

Having found that Local 341 and M-K have violated the Act, the undersigned will recommend that they cease and desist therefrom and take the following affirmative action (in addition to those already

⁶ See *N. L. R. B. v. United Ass'n of Journeymen, etc. (J. J. White, Inc.)*, 239 F. 2d 327 (C.A. 3); *International Brotherhood of Teamsters (Lane Construction Co.)*, 111 NLRB 952, enf. 228 F. 2d 83 (C.A. 2); *Alexander-Stafford Corp.*, 118 NLRB 79. See also *Mountain Pacific*, 119 NLRB No. 126.

recommended as to M-K in the Report) which the undersigned finds will effectuate the policies of the Act.

It will be recommended that M-K and Local 341, jointly and severally, be required to reimburse to Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman, and Robert Bleeck, the five University of Washington athletes referred to in the record, any and all initiation fees and dues paid to Local 341 in order to obtain employment with M-K.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the undersigned makes the following (in addition to those already made in the Report):

Conclusions of Law

1. By performing, maintaining, or otherwise giving effect to an understanding, arrangement, and practice with M-K, whereby employees or applicants for employment who were not members of Local 341, as well as to those who were members, must obtain clearance or dispatch slips as a condition of employment with M-K, Local 341 has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (1) (A) and (2) of the Act.

2. By restraining and coercing employees and prospective employees of M-K in the exercise of the rights guaranteed in Section 7 of the Act, Local 341 has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

3. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law (in addition to those already found in the Report), and upon the entire record in the case, the undersigned recommends (in addition to those already recommended in the Report) that Local 341, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Performing, maintaining, or otherwise giving effect to any understanding, arrangement, and practice, with M-K, or with any other employer, whereby employees or applicants for employment must obtain clearance or dispatch slips from Local 341 as a condition of employment with M-K, except in accordance with Section 8 (a) (3) of the Act;

(b) Causing or attempting to cause M-K, or any other employer, to discriminate against employees or applicants for employment;

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, except in a manner permitted by Section 8 (a) (3) of the Act.

2. Take the following affirmative action (in addition to that already recommended in the Report) which the undersigned finds will effectuate the policies of the Act:

(a) M-K and Local 341 severally or jointly reimburse Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman, and Robert Bleeck for any and all fees and dues paid by them to Local 341 in the manner set forth in the section entitled, "The remedy."

(b) Post at its offices in Anchorage, Alaska, copies of the notice attached hereto and marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by a duly authorized representative of Local 341, be posted by Local 341 immediately upon the receipt thereof, and maintained by it for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to insure that such notices are not altered, defaced, or covered by any other material;

(c) Mail to the Regional Director for the Nineteenth Region signed copies of the notice for posting, M-K willing, in places within Local 341's territorial jurisdiction where notices to M-K's employees are customarily posted;

(d) Notify the aforesaid Regional Director, in writing, within 20 days from the receipt of this Supplemental Intermediate Report and Recommended Order what steps M-K and Local 341 have taken to comply therewith.

It is further recommended that unless Local 341 and M-K shall within 20 days of the receipt of this Supplemental Intermediate Report and Recom-

mended Order notify the Regional Director, in writing, that they will comply with the foregoing recommendations, the Board issue an order requiring Local 341 and M-K to take the action aforesaid.

It is also recommended that M-K post in conspicuous places at the principal offices in Anchorage, Alaska, including places where notices to its employees are customarily posted, copies of the notice attached hereto and marked Appendix B. Copies of said notice, to be furnished by the Regional Director of the Nineteenth Region of the Board, shall, after being signed by a duly authorized representative of Morrison-Knudsen Company, Inc., be posted by it immediately upon receipt thereof and maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by M-K to insure that said notices are not altered, defaced, or covered by any other material.

Dated this 26th day of September, 1958.

/s/ HOWARD MYERS,
Trial Examiner.

APPENDIX A

Notice: To All Members, and to Employees of and Applicants for Employment With Morrison-Knudsen Company, Inc. Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify you that:

We Will Not perform, maintain, or otherwise

give effect to any understanding, arrangement, and practice, with Morrison-Knudsen Company, Inc., or any other employer, whereby employees or applicants for employment who are, or who are not, members of the undersigned local union must obtain work clearance or dispatch slips from such local union as a condition of employment, except in accordance with Section 8 (a) (3) of the Act.

We Will Not cause or attempt to cause Morrison-Knudsen Company, Inc., or any other employer, to discriminate against employees or applicants for employment.

We Will Not in any like or related manner restrain or coerce employees or prospective employees of Morrison-Knudsen Company, Inc., or any other employer, in the exercise of the rights guaranteed in Section 7 of the Act, except in a manner permitted by Section 8 (a) (3) of the Act.

We Will return to Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman, and Robert Bleeck all fees and dues paid us by them.

International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO,

(Labor Organization.)

Dated.....

By.....

(Representative)

(Title)

This notice must remain posted for 60 days from the date hereof and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice to All Employees and All Applicants for Employment: Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees and applicants for employment that:

We Will Not encourage membership in International Hod Carriers, Building, and Common Laborers Union of America, Local 341, AFL-CIO, or in any other labor organization, by requiring our employees or applicants for employment to join the aforesaid union, or any other labor organization, in order to obtain employment with us as laborers or in any other manner discriminate against employees or applicants for employment in regard to their hire or tenure of employment or any term or condition of employment.

We Will Not, in any like or related manner, interfere with, restrain, or coerce employees or applicants for employment in the exercise of their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection and to refrain from any or all such activities, except to the extent that such right might be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will reimburse Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman, and Robert Bleeck for all fees or dues paid by them to Local 341.

All our employees and applicants for employment are free to become or remain members of the above-named Union or any other labor organization except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the amended Act.

Morrison-Knudsen Company, Inc.,
(Employer.)

Dated.....

By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Causes.]

EXCEPTIONS OF GENERAL COUNSEL

Comes Now, the undersigned Counsel for the General Counsel, and hereby excepts to the Supplemental Intermediate Report of the Trial Examiner issued in the above entitled cause of action on September 26, 1958, in response to an Order of Remand dated July 31, 1958. Since the exceptions and brief herein are limited in scope, both are combined in this single vehicle.

Morrison-Knudsen Company, Inc., will be called

herein Respondent Employer; and International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, will be called herein Respondent Union.

For greater clarity some prefatory remarks need be made. The issues in this proceeding were raised by a Consolidated Complaint dated August 2, 1957. After trial the original Intermediate Report was issued by the Trial Examiner on January 20, 1958. Counsel for the Respondent Employer filed exceptions to the original Intermediate Report and brief in support of exceptions, as did Counsel for the General Counsel. On the basis of the record made up to that point, the Board issued its Order of Remand. However, the Board has not issued, as yet, a full and complete remedial Decision and Order on the merits of the case against either Respondent. For this reason, it is respectfully submitted that the merits of the exceptions and brief of Counsel for the General Counsel filed on February 10, 1958 remain for active consideration by the Board.

Exceptions

Reference to Intermediate Report:

I.

Page 4, Lines 46-50; Page 5, Lines 48-51—Failure to find an order that Respondents, jointly and severally, be required to reimburse the 26 individuals named in paragraph IX of the Consolidated Complaint for any and all initiation fees and dues paid to Respondent Union for a period from 6 months

prior to the filing of the charge to the completion of the construction work.

II.

Page and Line: None—The failure to find an order that Respondents, jointly and severally, be required to reimburse all other employees of Respondent Employer within a period from 6 months before the filing of the charge to the completion of the construction work who were employed by the Respondent Employer as laborers on the work provided by the Respondent Employer at the “White Alice” construction project, pursuant to the terms provided for in Contract No. 1787, entered into between Respondent Employer and Western Electric on behalf of the Defense Department of the United States (R. 15, ll. 15 to 20; R. 16, l. 3 to 18 l. 11).

III.

Page and Line: None—Renew and incorporate herein by reference, all the exceptions, I to VIII, both inclusive, and supporting record references, set forth in the original Exceptions of Counsel for the General Counsel and bearing the date of February 10, 1958.

Respectfully submitted:

/s/ PATRICK H. WALKER,

Counsel for the General Counsel.

Certificate of Mailing Attached.

[Title of Board and Causes.]

EXCEPTIONS

Exceptions of International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, to Supplemental Intermediate Report and Recommended Order of the Trial Examiner.

Local 341, one of the above-named respondents, does hereby respectfully Except to the Supplemental Intermediate Report and Recommended Order of the Trial Examiner entered in the above entitled case on the 26th day of September, 1958, as follows:

Exception I

Page 3, Lines 15-41—The conclusion that Raoul Wargny testified credibly to the facts therein set out.

Exception II

Page 4, Lines 21-24 — The conclusion that “The facts summarized above establish that M-K and Local 341 were parties to an unlawful arrangement under which applicants for work were required to become members of Local 341 or be dispatched by Local 341 as a condition of employment.”

Exception III

Page 4, Lines 24-30—The conclusion that the record establishes M-K acceded to Local 341's requirement for dispatch slips as a condition of employment and that Local 341 was aware of this fact and that such joint action by M-K and Local 341 establishes the existence of an arrangement requiring dis-

patch slips from Local 341, which were only issued after application for membership had been made, as a condition of employment by M-K. In the absence of a finding that Local 341 ever requested M-K to make a dispatch slip or Union membership a condition of employment.

Exception IV

Page 4, Lines 31-40—The apparent finding that by participating with M-K in an agreement, understanding, and practice that required laborers who were not members of Local 341, and others, to obtain dispatch slips from Local 341 as a condition of employment, Local 341 has caused M-K to discriminate against its employees in violation of Section 8 (a) (3) of the Act and that by engaging in such conduct, Local 341 has violated Section 8 (b) (1) (A) and (2) of the Act.

Exception V

Failure to find that there was no evidence in the record to indicate Local 341 had ever demanded that M-K applicants must have dispatch slips from Local 341 or that all applicants must clear with Local 341 as a condition of going to work for Company.

Exception VI

Failure to find that the testimony of Mike Rickterhoff, Record Page 175, Line 18-25, Record Page 176, Line 1-25, Record Page 178, Line 16-18; Fred Olympic, Record Page 199, Line 1-3; Irvin Endruey, Record Page 201, Line 23-25, Record Page

202, Line 11-13; Ira Wassallie, Record Page 205, Line 2-6; Maxim Wassallie, Record Page 208, Line 1-3; Sava Anelon, Record Page 210, Line 7-10; Jack Drew, Record Page 218, Line 5-11, Record Page 218, Line 16-20; show that there was no agreement passive, written, or otherwise, requiring applicants to clear through Local 341 as a condition of employment by M-K Company.

Exception VII

Failure to make any Findings of Fact in the Supplemental Intermediate Report.

Exception VIII

Exception is also taken to the Supplemental Intermediate Report on the grounds that it is:

1. Contrary to the law;
2. Not based on a finding of fact;
3. Contrary to the weight or preponderance of the evidence tending to support the Supplemental Intermediate Report.

Exception IX

Failure by the Hearing Officer to find that the evidence would not support a conclusion that Local 341 by its action on the facts in the Record, was not in violation of the Act.

Exception X

Failure to find that Local 341 had no control over, and was not responsible for, the unilateral action taken by M-K in regard to prospective employees.

Exception XI

Failure to find that the facts would not support the conclusion that Local 341 had an agreement, understanding, arrangement or practice with M-K whereby employees or applicants for employment must obtain clearance or dispatch slips as a condition of employment with M-K.

Exception XII

Page 5, Lines 20-51—The recommendations of the Hearing Officer contained in the Supplemental Intermediate Report Page 5, Line 20-51 are excepted to in their entirety.

Respectfully submitted,

HARTLIEB, GROH AND RADER,
/s/ By GORDON W. HARTLIEB.

Certificate of Mailing Attached.

[Title of Board and Causes.]

EXCEPTIONS OF MORRISON - KNUDSEN
COMPANY, INC. TO SUPPLEMENTAL IN-
TERMEDIATE REPORT AND RECOM-
MENDED ORDER OF THE TRIAL EXAM-
INER

Morrison-Knudsen Company, Inc., one of the above named Respondents, in addition to the Exceptions heretofore dated and submitted on February 10, 1958 to the initial Intermediate Report and Recommended Order of the Trial Examiner entered

January 20, 1958, does hereby respectfully except to the Supplemental Intermediate Report and Recommended Order of the Trial Examiner, entered in the above entitled case on the 26th day of September, 1958, as follows:

Exception No. I

Page 2, Lines 35-45—To that portion of the Report purporting to establish the issues therein set forth as material issues in this case.

Exception No. II

Page 3, Lines 7-8—To that portion of the Report finding that the conduct described in that portion of the Report to which this Respondent has taken its Exception No. I violates Section 8 (b) (1) (A) and (2) of the Act.

Exception No. III

Page 3, Lines 15-32—To that portion of the Report finding that the testimony of Mr. Raoul Wargny as therein set forth was credible.

Exception No. IV

Page 3, Lines 34-41—To that portion of the Report attributing to Wargny credible testimony that Morrison-Knudsen would not hire a laborer who was not a member of Local 341, that a laborer would not be put to work by Morrison-Knudsen if he did not have a clearance from Local 341, and that Local 341 on one occasion refused to dispatch a certain named person because he was not a member of the Union.

Exception No. V

Page 3, Line 43—To that portion of the Report finding that the testimony of Morris A. Abolins is credible.

Exception No. VI

Page 4, Lines 21-30—To that portion of the Report purporting to find that Morrison-Knudsen and Local 341 were parties to an unlawful arrangement requiring membership in Local 341 as a condition of employment by Morrison-Knudsen.

Exception No. VII

Page 4, Lines 32-37—To that portion of the Report finding that Morrison-Knudsen participated in an agreement as therein alleged and further finding that Local 341 had caused Morrison-Knudsen to discriminate against its employees in violation of the Act.

Exception No. VIII

Page 4, Lines 46-50—To that portion of the Report recommending joint and several reimbursement to the persons therein named.

Exception No. IX

Page 5, Lines 1-9—To that portion of the Report concluding that the requirement of obtaining clearance or dispatch slips from Local 341 by Morrison-Knudsen constitutes an unfair labor practice within the meaning of Section 8 (b) (1) (A) and (2) of the Act.

Exception No. X

Page 5, Lines 47-52—To that portion of the Re-

port recommending that Morrison-Knudsen and Local 341 severally or jointly reimburse the persons therein named for any and all fees and dues paid by them to Local 341.

Exception No. XI

Page 6, Lines 10-26—To that portion of the Report recommending that the Board issue an order requiring Morrison-Knudsen to take the action as therein described and further recommending that Morrison-Knudsen post copies of the notice designated “Exhibit B” as therein provided.

Dated and respectfully submitted this 7th day of November, 1958.

ALLEN, DeGARMO & LEEDY,

/s/ By SETH W. MORRISON,

Attorneys for the Respondent,

Morrison-Knudsen Company, Inc.

Certificate of Mailing Attached.

United States of America
Before The National Labor Relations Board

Case No. 19-CA-1405

MORRISON-KNUDSEN COMPANY, INC., and
DENTON R. MOORE, An Individual.

Case No. 19-CB-450

INTERNATIONAL HOD CARRIERS, BUILD-
ING, AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO, and
DENTON R. MOORE, An Individual.

SUPPLEMENTAL DECISION AND ORDER

Hearing upon the consolidated complaint herein was held before Trial Examiner Howard Myers between September 9 and October 31, 1957. On September 13, 1957, at the close of the General Counsel's case, the Trial Examiner orally granted a motion of the Respondent Union, herein called the Union, to dismiss the consolidated complaint as to it. The complaint alleged, inter alia, that the Respondent Company, hereinafter called the Company and the Respondent Union, hereinafter called the Union, had an unwritten agreement, arrangement, or practice requiring that applicants for jobs with the Company be cleared by, and join, the Union as a condition of hire, and that such arrangement or practice violated Sections 8 (a) (3) and (1) and 8 (b) (2) and (1) (A) of the Act.

In his original Intermediate Report herein, the

Trial Examiner found that the Company violated Section 8 (a) (3) and (1) of the Act by withholding job assignments from 5 prospective employees until they had joined the Union and obtained job clearances from it. He recommended, however, that all other allegations of the complaint against the Company be dismissed, and, as noted above, at the completion of the General Counsel's case, dismissed the complaint as to the Union.

In his exceptions to the original Intermediate Report, the General Counsel urged that the evidence adduced at the hearing established that the Union was a party to a closed shop arrangement violative of Section 8 (b) (2) and (1) of the Act. In support of this contention, the General Counsel pointed to the Company's practice, as found by the Trial Examiner, of requiring Union clearance and membership of applicants for employment, and to uncontradicted testimony to the effect that (1) the Company was "allowed" to specify the names of 50 percent of the employees to be dispatched by the Union; (2) the Company inquired as to whether particular job applicants were in good standing with the Union and accepted substitutes from the Union if such applicants were not in good standing; (3) on one occasion, a Union job steward told a new employee that his first financial commitment was to pay his dues to the Union or he would be put off the job; and (4) on another occasion, the business agent of the Union told a prospective employee that he would be given a dispatch slip as soon as he completed his application for membership in the Union.

On July 31, 1958, the Board issued a Decision and Order Remanding Case,¹ in which it found that the foregoing evidence was sufficient to establish a prima facie case of violation by the Union of Section 8 (b) (1) (A) and 8 (b) (2) of the Act through participation with the Company in an illegal closed shop and hiring hall arrangement, and that the Trial Examiner had, therefore, erred in dismissing the complaint as to the Union; and the Board in that Order remanded the case to the Trial Examiner for further proceedings consistent therewith.

Pursuant to that Order, the Trial Examiner on August 22, 1958, advised all parties to the proceeding that the hearing was reopened and would resume on September 8, 1958. On September 5, the Union advised the Trial Examiner that "it rests and requests that the Supplemental Intermediate Report be based on evidence presently in the record." Whereupon, on the same day, the Trial Examiner cancelled the notice of hearing and advised all parties that the hearing was closed.

On September 26, 1958, the Trial Examiner issued his Supplemental Intermediate Report in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Supplemental Intermediate Report attached hereto. He also found that the Respondents had not engaged in

¹ 121 NLRB No. 43.

certain other unfair labor practices alleged in the complaint, as set forth in his original Intermediate Report, and recommended dismissal of those allegations. Thereafter, the General Counsel, the Respondent Company, and the Respondent Union filed exceptions to the Supplemental Intermediate Report and supporting briefs.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has considered the Intermediate Report, and the Supplemental Intermediate Report, copies of which are attached hereto, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner in his Intermediate Report as modified by the Supplemental Intermediate Report, subject to the following additions and modifications:

1. In the original Intermediate Report, the Trial Examiner found that the Company violated Section 8 (a) (3) and (1) of the Act by conditioning the employment of Abolins, Crowe, Garnes, Bleeck, and Wyman upon their joining the Union and obtaining clearance from it. The Company did not except to these findings, and we adopt them.

2. In his Supplemental Intermediate Report the Trial Examiner found that the Company and the Union participated in an arrangement that required applicants for jobs as laborers to obtain, as a condition of employment, dispatch slips from the Union,

which were issued only after application had been made for membership therein.

We find, contrary to the contention of the Respondents,² that the record amply supports this finding, at least with respect to hirings by the Company at Anchorage, Alaska, in connection with work done under the Company's cost plus contract with Western Electric Company. Accordingly, we find that, by maintaining with respect to such hirings a practice of conditioning employment on membership in, and clearance by, the Union, the Company violated Section 8 (a) (3) and (1) of the Act and the Union violated Section 8 (b) (2) and (1) (A) of the Act.³

² The Union contends that there is no direct evidence that the unlawful practice found herein was anything but unilateral action on the part of the company. However, we believe the evidence set forth in our Decision and Order Remanding Case and in the Supplemental Intermediate Report sufficiently establishes union participation in an unlawful practice whereby any hirings of laborers by the Company at Anchorage under the Western Electric contract were limited to union members approved by the Union. While the Company was permitted to request a limited number of individuals by name, they were not hired unless they were approved by the Union as members in good standing.

The Company contends, in effect, that the purpose of its requirement of union clearance was merely to eliminate unqualified applicants and to give notice to the Union of the identity of those hired. However, it is clear, as we have found, that employment was conditioned not only on union clearance but also on union membership. Accordingly, we find no merit in this contention.

³ The General Counsel excepts to the failure of the Trial Examiner to find that the Company un-

The Remedy

In the Supplemental Intermediate Report the Trial Examiner recommended that the Respondents jointly reimburse Abolins, Crowe, Garnes, Wyman and Bleeck for all initiation fees and dues paid by them. The General Counsel excepts to the Trial Examiner's failure to recommend joint reimbursement of initiation fees and dues paid by all members of the Union employed pursuant to the illegal hiring arrangement found herein. We find merit in this exception. By the aforesaid unlawful hiring arrangement, the Respondents have unlawfully coerced employees to join the Union in order to obtain employment, thereby inevitably coercing them into the payment of initiation fees, Union dues, and other sums. In order adequately to remedy the unfair labor practices found, the Respondents should be required to reimburse employees of the Company for any initiation fees or dues, and other moneys, which have been unlawfully exacted from them as the price of their employment. Therefore, as part of the remedy we shall order the Respondents, jointly and severally, to refund to the employees of the Company hired at Anchorage, Alaska, for work under the Western Electric contract mentioned

lawfully gave preference in hire to union members over 26 local applicants at the Big Mountain project. However, the record shows only that these 26 were not hired until several months after they applied. We find insufficient basis in the record for holding that the hiring of these 26 was delayed because of their lack of membership in the Union, rather than for the economic reasons testified to by the Company.

above, all initiation fees, dues, and other moneys paid by them to the Union as the price of their employment. We believe that these remedial provisions are appropriate and necessary in order to expunge the coercive effect of the Respondents' unfair labor practices.⁴ The liability of each Respondent for reimbursement shall begin 6 months prior to the date of the filing and service of the charge against it, and shall extend to all such moneys thereafter collected.⁵

The unfair labor practices found herein demonstrate on the part of the Respondents such a fundamental antipathy to the objectives of the Act as to compel an inference that the commission of other unfair labor practices may be anticipated in the future. By conditioning employment on membership in, and clearance by, the Union, the Respondents have resorted to the most effective means at their disposal to defeat what the Supreme Court has termed the "principal purpose of the Act," namely, its guarantee to employees of "full freedom

⁴Tellepsen Construction Co., 122 NLRB No. 78; Los Angeles-Seattle Motor Express, Inc., 121 NLRB No. 205; Broderick Wood Products Company, 118 NLRB 38, enf'd 43 LRRM 2123 (C. A. 10, 1958); Brown-Olds Plumbing & Heating Corporation, 115 NLRB 594; Coast Aluminum Company, 120 NLRB No. 173.

⁵As the Trial Examiner originally dismissed the complaint insofar as it alleged that the Respondent Union's conduct violated the Act, we shall exempt the period between the date of the original Intermediate Report and the date of the Supplemental Intermediate Report herein.

of association and self-organization.” *Wallace Corp. v. N.L.R.B.* 323 U.S. 248. Accordingly, it will be recommended that Respondents be ordered to cease and desist from in any manner interfering with, restraining, or coercing, employees in the exercise of the rights guaranteed by the Act.⁶

Order

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

A. The Respondent, Morrison-Knudsen Company, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining, or otherwise giving effect to any understanding, arrangement, or practice with International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, or any other labor organization, whereby applicants for employment must join such labor organization and obtain clearance or dispatch slips from it as a condition of employment with Morrison-Knudsen, except in accordance with Section 8 (a) (3) of the Act;

(b) In any other manner encouraging member-

⁶ The Trial Examiner recommended only a proscription of interference, etc., in any manner related to the unfair labor practices found herein. The Company excepted to such proscription as too broad. We find no merit in this exception. See *North East Texas Motor Lines, Inc.*, 109 NLRB 1148, 1150.

ship in Local 341, or in any other labor organization, or otherwise interfering with, restraining, or coercing employees in the exercise of rights guaranteed in Section 7 of the Act, except in a manner permitted by Section 8 (a) (3) of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Jointly and severally with Local 341, refund to all its present and former employees hired at Anchorage, Alaska, for work under its cost plus contract with Western Electric Company, Incorporated, all initiation fees, dues, and other moneys paid as a condition of membership in Local 341 in the manner and to the extent set forth in the section hereof entitled "The Remedy";

(b) Post in conspicuous places at its principal offices in Anchorage, Alaska, and at all its job sites within the jurisdiction of Local 341, including places where notices to its employees are customarily posted, copies of the notice attached hereto and marked Appendix A.⁷ Copies of said notice, to be furnished by the Regional Director of the Nineteenth Region of the Board, shall, after being signed by its duly authorized representative, be posted by Morrison-Knudsen immediately upon receipt thereof

⁷ If this Order is enforced by a decree of the United States Court of Appeals, this notice shall be amended by substituting for the words "Pursuant To A Decision and Order," the words "Pursuant To A Decree of the United States Court of Appeals, Enforcing An Order."

and maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by Morrison-Knudsen to insure that said notices are not altered, defaced or covered by any other material.

(c) Post at the same places and under the same conditions as set forth in (b) above, and as soon as they are forwarded by the Regional Director, copies of the Respondent Union's Notice herein, marked Appendix "B."

(d) Notify the aforesaid Regional Director, in writing, within 10 days from the date of this Decision and Order what steps it has taken to comply herewith.

B. The Respondent, International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining, or otherwise giving effect to, any understanding, arrangement, or practice, with Morrison-Knudsen, or with any other employer, whereby applicants for employment must become members of, and obtain clearance or dispatch slips from, Local 341 as a condition of employment with Morrison-Knudsen, except in accordance with Section 8 (a) (3) of the Act;

(b) Causing or attempting to cause Morrison-Knudsen, or any other employer, to discriminate against employees or applicants for employment in violation of Section 8 (a) (3) of the Act;

(c) In any other manner restraining or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, except in a manner permitted by Section 8 (a) (3) of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act.

(a) Jointly and severally with Morrison-Knudsen refund to all present and former employees of Morrison-Knudsen hired by it at Anchorage, Alaska, under its cost-plus contract with Western Electric Company, Incorporated, all initiation fees and other moneys paid as a condition of membership in Local 341 in the manner and to the extent set forth in the section hereof entitled "The Remedy";

(b) Post at its offices in Anchorage, Alaska, and at all job sites of Morrison-Knudsen within the jurisdiction of Local 341 copies of the notice attached hereto and marked "Appendix B."⁸ Copies of said notice, to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by its duly authorized representative, be posted by Local 341 immediately upon the receipt thereof, and maintained by it for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Local 341 to insure that such notices are not altered, defaced, or covered by any other material;

⁸ See preceding fn.

(c) Mail to the Regional Director for the Nineteenth Region signed copies of the notice for posting, at all job sites of Morrison-Knudsen within Local 341's territorial jurisdiction, as provided above herein. Copies of said notice, to be furnished to Local 341 by said Regional Director, shall, after being signed by Local 341's representative, be forthwith returned to the Regional Director for disposition by him.

(d) Notify the aforesaid Regional Director, in writing, within 10 days from the date of this Order, what steps it has taken to comply herewith.

Dated, Washington, D. C., January 29, 1959.

BOYD LEEDOM, Chairman,
STEPHEN S. BEAN, Member,
JOHN S. FANNING, Member.

[Seal] National Labor Relations Board.

APPENDIX A

Notice To All Employees and All Applicants For Employment Pursuant To A Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees and applicants for employment that:

We Will Not maintain, or otherwise give effect to, any understanding, arrangement, or practice, with International Hod Carriers, Building, and

Common Laborers Union of America, Local 341, AFL-CIO, or any other labor organization, whereby applicants for employment are required to join such labor organization, and obtain clearance by it, in order to obtain employment with us, except in accordance with Section 8 (a) (3) of the Act.

We Will Not, in any other manner, encourage membership in any labor organization or otherwise interfere with, restrain, or coerce, employees or applicants for employment in the exercise of their right to self-organization, to form, join or assist any labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection and to refrain from any or all such activities, except to the extent that such right might be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will reimburse all employees hired by us at Anchorage, Alaska, for work under our cost-plus contract with Western Electric Company, Incorporated, for all initiation fees, dues or other moneys paid by them to Local 341 at any time after April 25, 1956, as a condition of membership.

All our employees and applicants for employment are free to become or remain members of the above-named union or any other labor organization, except to the extent that this right may be affected by

an agreement in conformity with Section 8 (a) (3) of the amended Act.

MORRISON-KNUDSEN
COMPANY, INC.,
(Employer.)

Dated

By

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice To All Members, and To Employees of and Applicants For Employment With Morrison-Knudsen Company, Inc., Pursuant To A Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify you that:

We Will Not maintain, or otherwise give effect to, any understanding, arrangement, or practice, with Morrison-Knudsen Company, Inc., or any other employer, whereby applicants for employment must become members of the undersigned local union and obtain work clearance or dispatch slips from such local union as a condition of employment, except in accordance with Section 8 (a) (3) of the Act.

We Will Not cause or attempt to cause Morrison-Knudsen Company, Inc., or any other employer, to

discriminate against employees or applicants for employment.

We Will Not in any other manner restrain or coerce employees or prospective employees of Morrison-Knudsen Company, Inc., or any other employer, in the exercise of the rights guaranteed in Section 7 of the Act, except in a manner permitted by Section 8 (a) (3) of the Act.

We Will return to all employees of Morrison-Knudsen Company, Inc., who were hired at Anchorage, Alaska, for work under its cost-plus contract with Western Electric Company, Incorporated, all initiation fees, dues and other moneys paid us by them at any time after April 12, 1956, as a condition of membership.

International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO,

(Labor Organization.)

Dated

By

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

United States Court of Appeals
For The Ninth Circuit

No. 16383

MORRISON-KNUDSEN COMPANY, INC.,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 16401

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

CERTIFICATE OF THE NATIONAL
LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.92, Rules and Regulations of the National Labor Relations Board—Series 7, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a proceeding had before said Board, known as Case Nos. 19-CA-1405 and 19-CB-450, such transcript includes the pleadings and testimony and evidence upon which

the order of the Board in said proceeding was entered, and includes also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Stenographic Transcript of testimony taken before Trial Examiner Howard Myers on September 9, 10, 11, 12, 13, and October 31, 1957, together with all exhibits introduced into evidence.

(2) Copy of Trial Examiner Myers' Intermediate Report and Recommended Order dated January 20, 1958.

(3) Copy of General Counsel's exceptions to the Intermediate Report and Recommended Order received February 12, 1958.

(4) Copy of petitioner's¹ Morrison-Knudsen Company, Inc., (hereinafter called Company) exceptions to Intermediate Report and Recommended Order received February 12, 1958.

(5) Copy of Decision and Order remanding case to the Trial Examiner, issued by the National Labor Relations Board on July 31, 1958. (Marked Trial Examiner's Exhibit No. 1, received in evidence on page 1, footnote 1 of Supplemental Intermediate Report and Recommended Order and contained in Volume I hereof.)

(6) Copy of Trial Examiner's telegram dated August 22, 1958 notifying all parties the hearing is reopened and will resume on September 8, 1958 in Anchorage, Alaska. (Marked Trial Examiner's Ex-

¹ Respondent Company before the Board.

hibit No. 2, received in evidence on page 2, footnote 2 of Supplemental Intermediate Report and Recommended Order and contained in Volume I hereof.)

(7) Copy of Petitioner,² International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, (hereinafter called Union) telegram, dated September 5, 1958, advising Union rests and requests that supplemental intermediate report be based on evidence presently in record. (Marked Trial Examiner's Exhibit No. 3, received in evidence on page 2, footnote 3 of Supplemental Intermediate Report and Recommended Order and contained in Volume I hereof.)

(8) Copy of Trial Examiner's telegram dated September 5, 1958 notifying all parties that the notice of resumption of hearing given August 22, 1958 is cancelled and hearing closed. (Marked Trial Examiner's Exhibit No. 4, received in evidence on page 2, footnote 4 of Supplemental Intermediate Report and Recommended Order and contained in Volume I hereof.)

(9) Copy of Trial Examiner Myer's Supplemental Intermediate Report and Recommended Order issued on September 26, 1958.

(10) Copy of General Counsel's exceptions to Supplemental Intermediate Report and Recommended Order received October 17, 1958.

(11) Copy of Union's exceptions to the Supplemental Intermediate Report and Recommended Order, received November 3, 1958.

² Respondent Union before the Board.

(12) Copy of Company's exceptions to the Supplemental Intermediate Report and Recommended Order received November 10, 1958.

(13) Copy of Supplemental Decision and Order issued by the National Labor Relations Board on January 29, 1959.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the Seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 10th day of April, 1959.

[Seal] /s/ FRANK M. KLEILER,
Executive Secretary.

[Endorsed]: United States Court of Appeals For The Ninth Circuit. No. 16383. Morrison-Knudsen Company, Inc., Petitioner, vs. National Labor Relations Board, Respondent. No. 16401. International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, Petitioner, vs. National Labor Relations Board, Respondent. Transcript of Record. Petitions For Review and Petitions to Enforce Order of the National Labor Relations Board.

Filed: April 17, 1959.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for
the Ninth Circuit.

United States Court of Appeals
For The Ninth Circuit

No. 16383

MORRISON-KNUDSEN COMPANY, INC.,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

PETITION FOR REVIEW OF DECISION AND
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

Comes Now the above named Petitioner and, in support of this, its Petition to Review the Decision and Order of the National Labor Relations Board, entered and dated January 29, 1959, in Case No. 19-CA-1405, and pursuant to the provisions of 29 U. S. C. Section 160 (f), respectfully shows unto the above entitled court:

I.

Nature of Proceedings

This is a Petition to Review the Decision and Order of the National Labor Relations Board, entered January 29, 1959, in National Labor Relations Board Case No. 19-CA-1405 (122 NLRB 136) against the above named Petitioner, a copy of which Decision and Order is attached hereto and designated Exhibit A. The said Decision and Order found that the Petitioner had engaged in and was

engaging in unfair labor practices in violation of Sections 8 (a) (1) and 8 (a) (3) of the National Labor Relations Act, and ordered Petitioner to cease and desist from certain conduct described therein and take certain described affirmative action. The said Decision and Order is a final order of the Board in this proceeding.

II.

Venue

The events out of which this proceeding arose all occurred in Alaska. The original Complaint was issued from the office of the Nineteenth Regional of the National Labor Relations Board located in Seattle, Washington, and hearings before the Trial Examiner for the Board were held in Alaska and in Seattle, Washington. The location of the construction work and general operations of Petitioner here involved is in Alaska.

III.

Grounds of Relief

The Petitioner seeks the relief prayed for herein on the following grounds:

1. That the factual findings and conclusions of the Board's Decision and Order are not supported by substantial evidence on the record considered as a whole.

2. That the Trial Examiner committed errors of law in the conduct of the hearing which were excepted to at the time.

3. That the conclusions of law contained in the Decision of the Board are not as a matter of law

supportable by the record or by the facts even as found by the Board.

4. That the alleged conduct, even if found to violate the National Labor Relations Act, is nevertheless insufficient to support the broad scope of the Board's Order.

5. That the Board's Order sets forth remedies inappropriate to the conduct found to be in violation of the Act, and are beyond the legal authority of the Board.

6. That the Board's Order does not state with reasonable specificity the acts or conduct which the Petitioner is to do or to refrain from doing.

IV.

Relief Prayed

The Petitioner seeks relief herein as follows:

1. That the Court enter a decree herein setting aside, reversing or denying enforcement to all of the Board's Decision and Order applicable to Petitioner.

2. That in the event the prayer of Section 1 of this paragraph is not granted, that the Court modify the Decision and Order of the Board as follows:

(a) By striking from paragraph 1 (a) of said Order all of the text thereof except so much as requires Petitioner to cease and desist from requiring membership in a labor organization as a condition of employment, except in accordance with Section 8 (a) (3) of the Act.

(b) By striking paragraph 1 (b) from said Order.

(c) By striking paragraph 2 (a) from said Order.

(d) By striking paragraphs 2 (b) and (c) from said Order.

3. That in the event paragraphs 1 and 2 (c) of this prayer are denied, by modifying paragraph 2 (a) of the Order to provide for reimbursement only to Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman and Robert Bleeck.

4. That in the event the prayer of Sections 1, 2 (c) and 3 of this paragraph are denied, by modifying paragraph 2 (a) of the Order by limiting reimbursement only to those persons establishing proof that they were required to join Local 341 during the period involved as a condition of employment with Morrison-Knudsen Company, Inc.

Dated this 27th day of February, 1959.

MORRISON-KNUDSEN
COMPANY, INC.,

/s/ By R. R. SNOW,
An Authorized Official.

ALLEN, DeGARMO & LEEDY,

/s/ By GERALD DeGARMO,
/s/ SETH W. MORRISON,
Attorneys for Petitioner.

Duly Verified.

[Endorsed]: Filed February 28, 1959. Paul P. O'Brien, Clerk.

United States Court of Appeals
For the Ninth Circuit

No. 16401

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA, LOCAL 341, AFL-CIO,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

PETITION FOR REVIEW OF DECISION AND
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

Comes Now the above named Petitioner and, in support of this, its Petition to Review the Decision and Order of the National Labor Relations Board, entered and dated January 29, 1959, in Case No. 19-CB-450, and pursuant to the provisions of 29 U.S.C. Section 160 (f) respectfully shows unto the above entitled Court:

I.

Nature of Proceedings

This is a Petition to Review the Decision and Order of the National Labor Relations Board, entered January 29, 1959, in National Labor Relations Board Case No. 19-CB-450 (122 NLRB 136) against the above named Petitioner, a copy of which Decision and Order is attached hereto and designated

(b) By striking paragraph B 1 (b) from said Order.

(c) By striking paragraph B 1 (c) from said Order.

3. That in the event paragraphs 1 and 2 (c) of this prayer are denied, by modifying paragraph 2 (a) of the Order to provide for reimbursement only to Morris A. Abolins, Ronald S. Crowe, Joel I. Garnes, William A. Wyman and Robert Bleeck.

4. That in the event the prayer of Sections 1, 2 (c) and 3 of this paragraph are denied, by modifying paragraph B 2 (a) of the Order by limiting reimbursement only to those persons establishing proof that they were required to join Local 341 during the period involved as a condition of employment with Morrison-Knudson Company, Inc.

Dated this 12th day of March, 1959.

International Hod Carriers, Building and Common
Laborers Union of America, Local 341, AFL-
CIO.

/s/ By H. F. GROOTHUIS,
An Authorized Official.

HARTLIEB, GROH & RADER,
/s/ By GORDON W. HARTLIEB,
Attorneys for Petitioner.

Duly Verified.

[Endorsed]: Filed March 16, 1959. Paul P.
O'Brien, Clerk.

[Title of Court of Appeals and Cause No. 16401.]

STATEMENT OF POINTS ON
PETITION FOR REVIEW

Comes Now the above named petitioner, and submits the following statement of points on their Petition to Review the Decision and Order of the National Labor Relations Board in this cause, entered and dated October 17, 1958:

1. That the factual findings and conclusion of the Board Decision, including the adopted Intermediate Report of the Trial Examiner, are not supported by substantial evidence on the record considered as a whole.

2. That the Trial Examiner committed errors of law in the conduct of the hearing which were excepted to at the time.

3. That the conclusions of law contained in the Decision of the Board, including the adopted Intermediate Report and conclusion of the Trial Examiner, are not as a matter of law supportable by the record or by the facts even as found by the Board and the Trial Examiner.

4. That the alleged conduct, even if found to violate the National Labor Relations Act, is nevertheless insufficient to support the broad scope of the Board's remedial Order.

5. That the Board's Order sets forth remedies inappropriate to the conduct found to be in violation of the Act.

6. That the Board's Order does not state with reasonable specificity the acts which the petitioners are to do or are to refrain from doing.

Dated this 12th day of March, 1959.

HARTLIEB, GROH AND RADER,
/s/ By GORDON W. HARTLIEB,
Attorneys for the Petitioner.

[Endorsed]: Filed March 16, 1959. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause No. 16,383.]

ANSWER OF THE NATIONAL LABOR RE-
LATIONS BOARD TO PETITION TO RE-
VIEW ITS ORDER AND REQUEST FOR
ENFORCEMENT OF SAID ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Boards, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C. Secs. 151 et seq), files this answer to the petition to review an order issued against Morrison-Knudsen Company, Inc., petitioner herein, and the Board's request for enforcement of said order.

1. The Board admits the allegations contained in paragraph 1 of the petition to review.

2. With respect to the allegations contained in paragraph II of the petition to review, the Board prays reference to the certified transcript of the record, filed herewith, of the proceedings heretofore had herein, for a full and exact statement of the pleadings evidence, findings of fact, conclusions

of law, and order of the Board, and all other proceedings had in this matter.

3. Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order of the Board were and are in all respects valid and proper under the Act, respectfully requests this Honorable Court for enforcement of its order issued against petitioner on January 29, 1959, in the consolidated proceeding designated on the record of the Board as Case Nos. 19-CA-1405, 19-CB-450 initiated by charges filed by Denton R. Moore against Morrison Knudsen Company, Inc., and International Hod Carriers Building and Common Laborers Union of America, Local 341, AFL-CIO.

4. Pursuant to Sections 10(e) and (f) of the Act, and Rule 34 (7) (a) of this Court, the Board is certifying and filing with this Court a certified list of all documents, transcripts of testimony, exhibits and other material comprising the entire record of the proceedings before the Board upon which the said order was entered, which includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the order of the Board sought to be enforced.

Wherefore the Board prays that this Honorable Court cause notice of the filing of this answer to the petition to review and request for enforcement to be served upon petitioner, and that this Court make and enter a decree denying the amended petition to review and enforcing the Board's order in full.

Dated at Washington, D. C. this 10th day of April, 1959.

/s/ THOMAS J. McDERMOTT,
Associate General Counsel.

[Endorsed]: Filed April 13, 1959. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause No. 16,401.]

ANSWER OF THE NATIONAL LABOR RE-
LATIONS BOARD TO PETITION TO RE-
VIEW ITS ORDER AND REQUEST FOR
ENFORCEMENT OF SAID ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C., Secs. 151 et seq), files this answer to the petition to review an order issued against International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, petitioner herein, and the Board's request for enforcement of said order.

1. The Board admits the allegations contained in paragraph I of the petition to review.

2. With respect to the allegations contained in paragraph II of the petition to review, the Board prays reference to the certified transcript of the record, filed herewith, of the proceedings heretofore had herein, for a full and exact statement of the pleadings, evidence, findings of fact, conclusions of

law, and order of the Board, and all other proceedings had in this matter.

3. Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order of the Board were and are in all respects valid and proper under the Act, respectfully requests this Honorable Court for enforcement of its order issued against petitioner on January 29, 1959, in the consolidated proceeding designated on the record of the Board as Case Nos. 19-CA-1405, 19-CB-450 initiated by charges filed by Denton R. Moore against Morrison-Knudsen Company, Inc., and International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO.

4. Pursuant to Sections 10(e) and (f) of the Act, and Rule 34 (7) (a) of this Court, the Board is certifying and filing with this Court a certified list of all documents, transcripts of testimony, exhibits and other material comprising the entire record of the proceedings before the Board upon which the said order was entered, which includes the pleadings, testimony and evidence, findings of fact, conclusion of law, and the order of the Board sought to be enforced.

Wherefore the Board prays that this Honorable Court cause notice of the filing of this answer to the petition to review and request for enforcement to be served upon petitioner, and that this Court make and enter a decree denying the amended petition to review and enforcing the Board's order in full.

Dated at Washington, D.C. this 10th day of April, 1959.

/s/ THOMAS J. McDERMOTT,
Associate General Counsel.

[Endorsed]: Filed April 13, 1959. Paul P. O'Brien, Clerk.

United States Court of Appeals
For the Ninth Circuit

No. 16383

MORRISON-KNUDSEN COMPANY, INC.,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

No. 16401

INTERNATIONAL HOD CARRIERS, BUILD-
ING AND COMMON LABORERS UNION
OF AMERICA LOCAL 341, AFL-CIO,
Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

MOTION OF THE NATIONAL LABOR RELA-
TIONS BOARD FOR CONSOLIDATION OF
CAUSES AND PERMITTING ARGUMENT
AND CONSOLIDATED BRIEF

To the Honorable, The Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board moves the

Court to consolidate the above-captioned causes.

In support thereof, the Board respectfully shows:

(1) The two above-captioned causes arise out of a single consolidated proceeding before the National Labor Relations Board known as case Nos. 19-CA-1405 and 19-CB-450.

(2) The facts involved in the two cases are identical. Only one Decision and Order has been entered after consideration of a single record before the Board. In No. 16383, Morrison-Knudsen Company, Inc., party to the proceeding before the Board, seek review of that part of the Board's order which pertains to it and the Board in that proceeding has cross-petitioned for enforcement of its order against that petitioner.

(3) In No. 16401 the International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, seeks review of that portion of the Board's order which pertains to it and the Board in that proceeding has cross-petitioned for enforcement of its order against that petitioner.

(4) Consolidation of the causes would conserve the Court's time as well as that of the parties, would avoid confusion as to the issues, would materially reduce the printing expenses, and would otherwise serve the convenience of the Court.

In event that the Court grants this Motion for consolidation of causes, the Board moves this Court for permission to file a single brief sixty (60) days from the receipt of the printed record.

In support thereof the Board respectfully shows:

(1) The Board feels that in event this matter is consolidated, involving a single Decision and Order

before the Board, one brief will serve to represent its position before the Court with regard to the opposing parties concerned. The parties and issues involved in both causes are so closely identified with each other that it would be almost impossible to argue the Board's position against the party in one case without including the argument to be used against the party in the other case. Thus a single brief will eliminate, to the convenience of the Court and all parties thereto, the repetition and duplication that otherwise cannot be avoided if the Board files individual briefs for each cause.

(2) In each cause, in which the Board is respondent, petitioners' briefs are due thirty (30) days after mailing of the printed record, and the Board's brief is due thirty (30) days after receipt of petitioners' brief or sixty (60) days after the mailing of the printed record. Accordingly, the Board requests that it be permitted to file a single brief sixty (60) days after the receipt of the printed record. This would not jeopardize or prejudice any of the rights of the parties involved herein.

Wherefore, the Board respectfully requests that this Court grant this motion consolidating these cases, for purposes of the record, briefs, and oral argument.

Dated at Washington, D. C. this 10th day of April, 1959.

/s/ MARCEL MALLET-PREVOST,
Assistant General Counsel, National
Labor Relations Board.

So Ordered.

/s/ WALTER L. POPE,
/s/ JAMES ALGER FEE,
/s/ FREDERICK G. HAMLEY,
Circuit Judges.

[Endorsed]: Filed April 13, 1959. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Causes.]

STATEMENT OF POINTS BY PETITIONER,
MORRISON-KNUDSEN COMPANY, INC.,
ON PETITION FOR REVIEW

Comes Now the above named petitioner, Morrison-Knudsen Company, Inc., and submits the following statement of points on its petition to review the decision and order of the National Labor Relations Board in this cause, entered and dated January 29, 1959:

1. That the factual findings and conclusions of the Board's Decision and Order are not supported by substantial evidence on the record considered as a whole.

2. That the Trial Examiner committed errors of law in the conduct of the hearing which were expected to at the time.

3. That the Conclusions of Law contained in the Decision of the Board are not as a matter of law supportable by the record or by the facts even as found by the Board.

4. That the alleged conduct, even if found to

violate the National Labor Relations Act, is nevertheless insufficient to support the broad scope of the Board's Order.

5. That the Board's Order sets forth remedies inappropriate to the conduct found to be in violation of the Act, and are beyond the legal authority of the Board.

6. That the Board's Order does not state with reasonable certainty the acts or conduct which the petitioner is to do or to refrain from doing.

Dated this 29th day of April, 1959.

ALLEN, DeGARMO & LEEDY,
/s/ By SETH W. MORRISON,
Attorneys for petitioner, Morrison-
Knudsen Company, Inc.

[Endorsed]: Filed April 30, 1959. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Causes.]

STIPULATION

The Undersigned, attorneys of record of the above named parties, do hereby stipulate that the last sentence on page 5 of petitioner's (Morrison-Knudsen Company, Inc.) Petition for Review of Decision and Order of the National Labor Relations Board, which line now reads:

"1, 2 (b) and 3 of this paragraph are denied, by" shall be amended to refer to section 2 (c) rather than to (b), and that the line shall read:

“1, 2 (c) and 3 of this paragraph are denied, by”;
and

It Is Further Stipulated that General Counsel's exhibit No. 5, consisting of the AGC-AFL Alaska Master Labor Agreement, being a printed booklet of approximately 30 pages, may be considered as an exhibit and a part of the record before the court without the necessity of including this exhibit in the printed record, provided the above entitled court so approves.

Dated this 29th day of April, 1959.

ALLEN, DeGARMO & LEEDY,

/s/ By SETH W. MORRISON,

Attorneys for petitioner, Morrison-
Knudsen Company, Inc.

HARTLIEB, GROH AND RADER,

/s/ By GORDON H. HARTLIEB,

Attorneys for petitioner, International Hod Car-
riers, Building and Common Laborers Union of
America, Local 341, AFL-CIO.

OFFICE OF THE GENERAL
COUNSEL OF THE NATIONAL
LABOR RELATIONS BOARD,

/s/ By MARCEL MALLET-PREVOST,

Assistant General Counsel.

[Endorsed]: Filed May 7, 1959. Paul P. O'Brien,
Clerk.

Before the National Labor Relations Board
Nineteenth Region

Case No. 19-CA-1405

In the Matter of: Morrison-Knudsen, Inc., and
Denton R. Moore, an individual.

Case No. 19-CB-405

International Hod Carriers, Building and Common
Laborers Union of America, Local 341, AFL-
CIO, and Denton R. Moore, an individual.

TRANSCRIPT OF PROCEEDINGS

Loussac Library, 5th and "F" Street, Anchorage,
Alaska, Monday, September 9, 1957.

Pursuant to notice, the above-entitled matter
came on for hearing at 10 o'clock, a.m.

Before: Howard Myers, Trial Examiner.

Appearances: Charles Y. Latimer, 407 United
States Courthouse, Seattle, Washington, Counsel for
General Counsel.

Seth W. Morrison, of the firm of Allen, DeGarmo
and Leedy, 1308 Northern Life Tower, Seattle,
Washington, appearing on behalf of Morrison-
Knudsen, Inc. Gordon W. Hartlieb, Box 2068, An-
chorage, Alaska, appearing on behalf of Local
341. [2]*

Proceedings

Trial Examiner: I would like to announce that

* Page numbers appearing at top of page of Reporter's Tran-
script of Record.

this is a formal hearing before the National Labor Relations Board in the matter of Morrison-Knudsen Company, Inc., and Denton R. Moore, an individual, and International Hod Carriers, Building and Common Laborers Union of America, Local 341, AFL-CIO, and Denton R. Moore, an individual, being Cases Nos. 19-CA-1405 and 19-CB-405.

The Trial Examiner appearing for the National Labor Relations Board is Howard Myers.

Will counsel and any other representatives of the parties kindly state their appearances for the record?

Mr. Latimer: For General Counsel, Charles Y. Latimer, 407 United States Courthouse, Seattle, Washington.

Mr. Hartlieb: Gordon W. Hartlieb, Box 2068, Anchorage, Alaska, for Local 341.

Mr. Morrison: For Morrison-Knudsen Company, Seth W. Morrison of Allen, DeGarmo and Leedy, 1308 Northern Life Tower, Seattle, Washington.

Trial Examiner: Does anybody else wish to have his appearance noted?

(No response.)

Trial Examiner: Will the reporter kindly note for the record that I heard no response to my inquiry?

I would like to announce further that the official reporter [4] makes the only official transcript of these proceedings. The Board will not certify any other transcript other than the official transcript for any court use. It may become necessary during the hearing to make corrections in the record. If so, the

parties will submit the suggestion to corrections to the other parties and when they have received their approval, it will be submitted to the Trial Examiner. In the event the parties are unable to agree upon the proposed corrections, the Trial Examiner will then entertain a motion to correct the record.

The Trial Examiner will allow automatic exceptions to all adverse rulings.

During the course of the hearing the Trial Examiner may ask questions of the various witnesses. The Trial Examiner wants counsel to feel free to object to any of his questions if they think the questions are improper with the same freedom as if the questions were propounded by counsel.

You may proceed.

Mr. Latimer: I will ask the reporter to mark for identification the formal papers as follows:

1-A is the charge in Case 19-CB-405, filed September 9, 1957.

1-B is the affidavit of service of charge in Case 19-CB-450 sworn to October 10, 1956.

1-C is the charge in Case 19-CA-1405, filed on September [5] 9, 1956.

1-D is the affidavit of service of charge in Case 19-CA-1405 sworn to on October 10, 1956.

1-E, consolidated complaint in both cases signed by Patrick H. Walker, acting regional director, and dated August 2, 1957.

1-F is the affidavit of service of complaint of consolidated complaint and order consolidated cases and notice of hearing sworn to on August 2, 1957 in both cases.

1-G, a motion to change place and date of hearing filed by Gordon W. Hartlieb, attorney by the union.

1-H is the answer filed by the union.

1-I is the amended answer filed by the union.

1-J is the motion and application for continuance of the hearing and affidavit in support thereof filed by the company.

1-K is answer of Morrison-Knudsen Company, Inc.

1-L, order rescheduling hearing dated August 16, 1957.

1-M is affidavit of service of order rescheduling hearing and order changing place of hearing sworn to on August 16, 1957.

Counsel has examined the formal papers and I offer them in evidence.

(Thereupon the documents above referred to were marked General Counsel's Exhibits Nos. 1-A through 1-M for identification.)

Trial Examiner: Any objection, gentlemen? [6]

Mr. Hartlieb: No objection.

Trial Examiner: There being no objections, the papers are received and I will ask the reporter to kindly mark them as General Counsel's Exhibits 1-A through and including 1-M.

(The documents heretofore marked General Counsel's Exhibits Nos. 1-A through 1-M for identification were received in evidence.)

Mr. Morrison: May I inquire? 1-H is the answer of the union, 1-I is the amended answer of the union?

Mr. Latimer: Right.

Mr. Morrison: J is the motion by Morrison-Knudsen, K is the answer of Morrison-Knudsen?

Mr. Latimer: Right.

Mr. Morrison: L is the order rescheduling hearing?

Mr. Latimer: Right.

Mr. Morrison: And M is affidavit of service and order?

Mr. Latimer: Right.

I would like to call Mr. Wargny as my first witness.

Trial Examiner: Will you kindly step forward, sir, and be sworn.

RAOUL WARGNY

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Raoul Wargny.

Trial Examiner: Where do you live? [7]

The Witness: 7323 Woodlawn Avenue, Seattle, Washington.

Trial Examiner: You may be seated, sir.

You may proceed with the examination of the witness who has been duly sworn.

Direct Examination

Q. (By Mr. Latimer): Mr. Wargny, did you ever work for Morrison-Knudsen Company?

A. I did.

Q. When did you start working for them?

(Testimony of Raoul Wargny.)

A. March 3, 1956.

Q. What was your job?

A. Personnel manager.

Q. Where was your office located?

A. Pomery Building on Post Road, Anchorage.

Q. What were your duties as personnel manager?

A. To hire various crafts for construction work at various sites conducted by Morrison-Knudsen.

Q. Did there come a time when you employed common laborers for any of Morrison-Knudsen sites? A. Yes.

Q. Did you have an occasion to employ common laborers for the Big Mountain site? A. Yes.

Q. That is known as Site No. 2, is it not?

A. That's right. [8]

Q. How did you receive orders for laborers for Site No. 2?

A. The site superintendent would radio the personnel or the personnel department for various types of crafts and we would receive it and then call up the unions and tell them the men that we wanted.

Q. In the case of common laborers, what union would you call? A. Local 341.

Q. What would happen after that?

A. They would be dispatched by the union with an original and duplicate dispatch slip and they would come to our personnel office for processing.

Q. Now, did you have an occasion to receive re-

(Testimony of Raoul Wargny.)

quests from the site superintendents for named personnel? A. Yes.

Q. What would you do in a case of that sort?

A. We would call up the union and ask them, if we could, if the man was in good standing and he was eligible to be dispatched for hiring.

Q. What would happen after that?

A. If the union would O. K. it, they would dispatch him and we would process him and send him out to the site.

Q. What would happen if the union failed to dispatch him?

A. If the union failed to dispatch him, then we would ask for a substitute. [9]

Q. Now, were there occasions when the site superintendent would ask that natives or local residents at the job site be employed?

A. During the term of my employment, I didn't run into that to speak of at all. So I can't speak too authentically on cases, I mean specific cases of that nature.

Q. Was there any agreement with the union as to how many named employees you could request? In other words, let's assume that you would get a request from the site superintendent at Big Mountain for ten laborers and he would name five people who he wanted. What would you do in a case like that?

Mr. Morrison: I object in connection with this man testifying to any agreement with any union until he has first testified as to whether he knew

(Testimony of Raoul Wargny.)

there was an agreement. Secondly, it's a hypothetical question and a portion of the question is too indefinite to ascertain whether it is——

Trial Examiner (interrupting): I think you ought to reframe your question.

Q. (By Mr. Latimer): During your term as employment manager, did there come a time when the site superintendent would ask for, we will say, ten laborers, and named five of those laborers?

Mr. Hartlieb: Your Honor, I object to the form of his question. I think he is leading his witness.

Trial Examiner: Overruled. [10]

A. Yes, sir.

Q. (By Mr. Latimer): What would you do in a case like that?

A. The names that were requested, we would call up Local 341 or the concerned union and tell them we had a requisition for ten men of which five were named requests that we had, that we would like to have go to the job site.

Q. Were there any limitations on the number of named people you could request? A. Yes.

Q. Tell us about that.

A. We were allowed to ask for 50 per cent of the requisition. If there were ten hires or ten names requested, say for laborers, as an instance, we were allowed to request five men.

Q. And if you requested six named men out of ten, what would happen?

A. The circumstances surrounding that would be that, if in an order that we had received we

(Testimony of Raoul Wargny.)

wouldn't request what we were allowed, we would leave it ride or two times later if there were six names instead of five, the fact that we didn't request the full 50 per cent the time previous or the two times previous, and the man was on the bench or he was available for work, they would sometimes allow it.

Q. Do you know of any practice or arrangement whereby the number of natives were limited by the sites where the men are? A. No. [11]

Mr. Morrison: Was your question the number of names or natives?

Mr. Latimer: I beg your pardon.

Mr. Morrison: Would you read back that last question?

(Question read.)

Q. (By Mr. Latimer): Now, who in your office was authorized to contact the locals to request men?

A. Sean Brady, Vernon Bynum, and myself.

Q. Who is Sean Brady?

A. He was my assistant.

Q. Who was Mr. Bynum?

A. My assistant.

Q. While you were personnel manager, were there occasions when some college boys came up here to work? A. Yes, sir.

Q. Do you remember about when that was?

A. I don't remember the exact date but I would say it was around in June, latter part of June.

Q. Immediately following the school year?

A. Upon the completion of the school year.

(Testimony of Raoul Wargny.)

Q. Do you remember when these lads appeared at the personnel office? A. Exact date, no.

Q. You were there at the time?

A. Yes. [12]

Q. Do you remember the occasion when they appeared? A. Yes.

Q. Tell me how those lads were processed, if they were.

Trial Examiner: You say it was sometime in June?

The Witness: The latter part of June to the best of my knowledge.

Q. (By Mr. Latimer): How were they processed?

A. They were processed in the regular way. They were dispatched to the union for a dispatch slip and then they would come to our office and they were processed and sent out to different sites.

Q. Did you talk to any of your supervisors about these five college boys before they came up?

A. No.

Q. Do you know a Mr. Hal Haugen?

A. Yes.

Q. Who is he?

A. I don't know him personally. The only way I have ever had any contact with Mr. Haugen was over the telephone.

Q. Did you have a telephone conversation with him about these college boys? A. Yes.

Q. Was that just before they arrived?

A. Yes.

(Testimony of Raoul Wargny.)

Q. Tell us to your best recollection of that conversation. [13]

Trial Examiner: Who is this man?

Q. (By Mr. Latimer): What is his job?

Trial Examiner: Who was he employed by?

The Witness: Morrison-Knudsen.

Q. (By Mr. Latimer): Did you take any orders from Mr. Haugen?

Mr. Morrison: Let's establish who he is.

Trial Examiner: What was his position with the M-K? Do you know?

Mr. Morrison: Yes, I do, Mr. Examiner.

Mr. Latimer: Can't we stipulate what his position was?

I will call Mr. Erickson.

Mr. Morrison: I won't stipulate to your witness' testimony.

Q. (By Mr. Latimer): Did you take any orders from Mr. Haugen? A. Yes.

Mr. Morrison: I object to this.

Trial Examiner: Take this witness off and bring up Mr. Erickson, please.

(Witness temporarily excused.)

EINAR W. ERICKSON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name?

The Witness: Einar W. Erickson. [14]

Trial Examiner: Where do you live?

The Witness: 1906 Forrer Street, Anchorage.

Trial Examiner: Mr. Latimer, you may proceed.

Direct Examination

Q. (By Mr. Latimer): What is your position with Morrison-Knudsen?

A. District manager.

Q. What was Mr. Haugen's position?

A. District office manager.

Q. Did the personnel manager work under Mr. Haugen? A. He did not.

Q. Did he have any control over the personnel manager? A. He did not.

Q. What were Mr. Haugen's duties?

A. He had absolutely nothing to do with Contract 1787, which is a C.P.F.F. contract. He had nothing to do with it by my personal direction.

Q. What were his duties?

A. He ran the district office of our lump sum work.

Q. Would you explain that?

A. Yes, sir. This Contract 1787 is a contract which we were subcontractor to Western Electric on a cost plus, fixed-fee type of contract.

Q. Is Contract 1787 the Big Mountain contract?

(Testimony of Einar W. Erickson.)

A. It is a part of it. [15]

Q. Go ahead. A. With what?

Q. What was the relationship between your personnel office and Contract 1787?

A. There was no relationship. In the personnel office, Mr. Wargny worked on the cost plus, fixed-fee payroll. That was a separate Morrison-Knudsen contract having no relation whatsoever to the rest of our construction activities. Mr. Haugen, by my direct orders, had nothing whatsoever to do with Contract 1787.

Q. Did he have anything to do with any of your other contracts? A. Yes, sir.

Q. What other contracts?

A. At that time I guess we were building a job at Bethel, a job at King Salmon, a job at Fairbanks, a job in Anchorage, I believe a job at Eileson Air Force Base. We were doing somewhere around fifteen million dollars worth of lump sum contracts.

Q. Where did you get your employees for these various jobs, Bethel, King Salmon?

A. Lump sum work, we hired them out of our Anchorage office.

Q. The spring and summer of 1956?

A. If I may, I will try to answer this by developing the whole thing. Your Contract 1787 being the C.P.F.F. [16]

Q. What is that?

A. Cost plus, fixed-fee. It must be kept entirely separate from your lump sum construction contracts. Both of them were from military agencies in

(Testimony of Einar W. Erickson.)

the end. The only man in the Alaska district, which we call the Alaska district, the only man who had any relationship to both the lump sum construction and the C.P.F.F. was myself as district manager.

Q. How did you get your employees for these various jobs?

A. For which jobs, the lump sum or the C.P.F.F.?

Trial Examiner: All jobs.

A. The C.P.F.F. job had its own employment section. The lump sum jobs, we hired those employees through our lump sum organization.

Q. (By Mr. Latimer): Did you have two personnel offices?

A. No, sir; we did not have a personnel man at that time.

Q. I am speaking about the spring and summer of 1956.

A. Yes, sir, I agree with you. I know what you are speaking of. I said we did not have a personnel manager in the lump sum organization.

Q. How did you get your employees?

A. We had an expediter who got on the telephone and called them.

Q. Was he your personnel manager?

A. No.

Trial Examiner: What was Wargny? [17]

The Witness: Wargny was on Contract 1787 on C.P.F.F.

Trial Examiner: What was his job?

(Testimony of Einar W. Erickson.)

The Witness: Personnel manager on that contract.

Trial Examiner: Did he ever secure employees for any other job?

The Witness: For only Contract 1787.

Q. (By Mr. Latimer): So he would have no contact with the personnel office whatsoever. Mr. Haugen would have no contact with the personnel office, would he?

A. He was under the directions of myself to have nothing to do with Contract 1787.

Q. Did he, do you know?

A. Most of the time.

Mr. Latimer: That's all.

Trial Examiner: Any questions, gentlemen?

Mr. Morrison: No questions at this time.

Trial Examiner: You are excused.

(Witness excused.)

Mr. Latimer: I will call Mr. Wargny back.

RAOUL WARGNY

was recalled and resumed his testimony as follows:

Direct Examination—(Continued)

Q. (By Mr. Latimer): Mr. Wargny, during the spring and summer of 1956, did you have any, did Mr. Haugen give you any instructions at all? [18]

A. Over the telephone.

Q. On about how many occasions, if you can remember? A. Twice.

Q. Now, did he talk to you about these college boys? A. Yes.

(Testimony of Raoul Wargny.)

Q. Tell us about that conversation.

Mr. Morrison: Objection, Mr. Examiner, as to any conversation between Mr. Wargny and Mr. Haugen on the ground and for the reasons in the first place, it is not established as to which category these so-called college men were being employed in. In the second place, it's been established by Mr. Erickson that Mr. Haugen was an office manager and not in charge of company personnel policies, and as such, whatever conversations he might have had with Mr. Wargny are not binding on Morrison-Knudsen because he was not in a position of authority and policy in that particular area.

Trial Examiner: I will take it subject to connection.

Q. (By Mr. Latimer): Go ahead, tell us the conversation.

Trial Examiner: When was the conversation about the college boys?

The Witness: About the end of June.

Mr. Latimer: I think he testified just before they came up here, Mr. Examiner.

Is that correct?

The Witness: Yes. [19]

Trial Examiner: Do you know how soon after this conversation these college boys came here?

The Witness: A day or so later.

Q. (By Mr. Latimer): Give us your best recollection——

Mr. Morrison (interrupting): My objection goes to all questions.

(Testimony of Raoul Wargny.)

Trial Examiner: You have a continuing objection to this whole line on this conversation, which objection is overruled and you have an exception.

Q. (By Mr. Latimer): Give us the best recollection you have of the conversation you had with Mr. Haugen about these five college boys that appeared here in June 1956.

Mr. Hartlieb: Mr. Examiner, I would like to make an objection on that as to respondent union. It is hearsay.

Trial Examiner: I will take it subject to connection.

A. To the best of my recollection, Mr. Haugen called me on the phone and said there were five college boys coming in from Seattle that were coming to work in Alaska for the summer, and that when they came in that arrangements were made that they were to be sent to the union to get dispatch slips to be hired by Morrison-Knudsen and to put them to work, put each individual man on a different site. The men received their dispatch slips and presented them to the personnel office and they were processed and dispatched to five different [20] sites.

Q. (By Mr. Latimer): Were you present when these five college boys arrived? A. Yes.

Q. Did you talk to them? A. Yes.

Q. Did you have anything to do with processing them?

A. No, I just sent them to the girls that did the processing.

Q. Do you know who made the arrangements to

(Testimony of Raoul Wargny.)

have them sent to the union or have the union come to them? A. No, sir.

Mr. Morrison: Your Honor, I am going to object and move all this testimony be stricken, that he is not actually familiar with what occurred to these college men.

Trial Examiner: I will overrule it. I will take it subject to connection.

Q. (By Mr. Latimer): Did you have occasion to employ any employees for any site other than Site No. 2? A. Yes, sir.

Q. What other sites have you employed people for?

A. Every site that was in the Anchorage jurisdiction.

Q. Can you name a few of them?

A. Wasilla, Hinchbrook, Iliamna, Newenham.

Mr. Morrison: Mr. Examiner, may I have a brief recess [21] here? I want to inquire as to security problems before me get further into this hearing.

Trial Examiner: Very well. We will take a short recess.

(Short recess.)

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Mr. Hartlieb: The union is ready.

Q. (By Mr. Latimer): Mr. Wargny, did you have occasion to hire anybody for the King Salmon site? That was one of the sites that Mr. Erickson mentioned a moment ago.

(Testimony of Raoul Wargny.)

A. If it was 1787, yes.

Q. Did you hire people only for 1787?

A. Right.

Q. Did you hire anyone for, any laborers, for work in Anchorage? A. Yes.

Q. Did there come a time when you received requests from various site superintendents to have men cleared through the union that they wanted to employ?

Mr. Morrison: I object as leading.

Trial Examiner: Overruled.

A. Yes.

Q. (By Mr. Latimer): Tell us what you would do in a case of that sort.

A. We call the Local 341 here in Anchorage and tell them [22] that we had a radio message from the site superintendent at a certain site and that there was an individual that they had named that they would like to have work for them on that site, and, if he was cleared, or if he was an eligible member of the union.

Q. And if the union failed to clear him, what happened?

A. Then we would radio the site superintendent and say the man was not available because we wasn't cleared.

Q. You mean not available for work?

A. Not available because he wasn't a member of the union or wasn't cleared through the union.

Q. And therefore, wouldn't be put to work, is that correct? A. That's right.

(Testimony of Raoul Wargny.)

Q. Now, if a man was hired away from the job site, say a man was hired at Iliamna for work at Big Mountain, what would happen?

A. I never ran into any occasion of that nature.

Q. Do you know what arrangement the site superintendent had with the job steward as far as clearing employees were concerned?

A. No, sir.

Q. When the union would dispatch an employee, would the union give the employee any papers to bring back to Morrison-Knudsen Company?

A. Yes, sir. [23]

Q. What sort of papers would they give them?

A. A white original and a yellow copy of a dispatch slip.

Mr. Latimer: Will you mark this, please?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

Q. (By Mr. Latimer): I will show you a dispatch slip marked General Counsel's Exhibit 2 and ask you if that is a copy of a dispatch slip that the union gave to the employee when he came to the Morrison-Knudsen personnel office.

A. That's right.

Q. Mr. Wargny, did you have an occasion——

Mr. Morrison (interrupting): Mr. Latimer, just a minute, please. You gave us three exhibits here which we are still examining. Are you going to have these marked for identification?

Mr. Latimer: Yes.

(Testimony of Raoul Wargny.)

Mr. Morrison: Now?

Mr. Latimer: In a couple minutes.

Q. (By Mr. Latimer): Mr. Wargny, did you have an occasion during your term as personnel manager to communicate with prospective employees away from Anchorage, back in the States, for instance?

A. To our representative at Seattle.

Q. I show you what has been marked for identification as General Counsel's Exhibit No. 3—— [24]

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 3 for identification.)

Q. (By Mr. Latimer—continuing): ——which is a photostatic copy of a telegram to a Mr. Jim and Ben Aldrich and ask you to examine that.

Mr. Hartlieb: Mr. Latimer, is this a copy of what he is looking at?

Mr. Latimer: Yes, sir.

Q. (By Mr. Latimer): Are you familiar with that? A. Yes, sir.

Q. Can you tell me what that is?

A. These are two men that were to be hired on clearance from their——

Mr. Morrison (interrupting): Just a moment. I am going to object. That's not what it is.

Q. (By Mr. Latimer): This is a telegram to Jim and Ben Aldrich with reference to employment at Morrison-Knudsen. Did you receive a reply from that telegram? A. Yes.

(Thereupon the document above referred to

(Testimony of Raoul Wargny.)

was marked General Counsel's Exhibit No. 3-A for identification.)

Q. (By Mr. Latimer): I show you a telegram which has been marked as 3-A, and is that the reply to that telegram? A. Yes. [25]

Q. Did Mr. Jim and Ben Aldrich report here for work? A. Yes.

(Thereupon the document above referred to was marked General Counsel's Exhibit 3-B for identification.)

Q. (By Mr. Latimer): I show you what has been marked for identification as General Counsel's Exhibit 3-B and ask if that is a photostatic copy of the dispatch slips that they presented to you when they reported for work? A. That's right.

Mr. Hartlieb: I object to this line of questioning. I would like to have Mr. Latimer tell us what the relevancy of it is.

Trial Examiner: Do you care to explain?

Mr. Latimer: I would be very happy to, Mr. Examiner. This is merely a link in the chain of practice that was engaged in by the company and the union——

Mr. Hartlieb (interrupting): What union, Mr. Latimer?

Mr. Latimer: Unions.

Mr. Hartlieb: There is only one union named, as I understand, named as the respondent here.

Mr. Latimer: I expect to put into the record a copy of the 1956 agreement between the Associated General Contractors and the various labor organiza-

(Testimony of Raoul Wargny.)

tions here in Alaska. There is nothing wrong with the contract. It is an open shop contract. We think they have been operating closed shop. [26]

Mr. Morrison: I was going to wait until he completed identification as long as he limits his inquiries to identifying material and then I propose an objection to all of these because it does not involve any member, any employee in the labor classification and it does not involve Local 341. And if we're going to get into the situation of trying our relations with every union that these people do business with, we're going to be here for sometime.

Mr. Latimer: It is our theory, Mr. Examiner, that Morrison-Knudsen Company hired practically all of their employees through the various unions. It is true the only union charged here is Local 341. However, the same procedure was carried on with other labor organizations and the telegrams we have just been referring to involve the operating engineers. I am merely trying to show that before these employees were hired they had to be cleared by the union regardless of whether it was the laborers union, engineers, or any other union.

Mr. Morrison: Mr. Examiner, what he is doing is taking one other incident which occurred with another union entirely, the operating engineers, and is going to submit that incident as some proof of what we have done with Local 341. I do not think that is permissible as taking another unrelated act and attempting to, by some process of inference, establish proof of improper conduct with

(Testimony of Raoul Wargny.)

Local 341. I think this hearing issue is confined to what this company relationship with Local [27] 341 was.

Trial Examiner: How are you going to connect it up with Local 341?

Mr. Latimer: I am not going to connect that up with Local 341.

Trial Examiner: What?

Mr. Latimer: Simply the actions of the company.

Trial Examiner: Not any unfair labor practice?

Mr. Latimer: Not as far as 341 is concerned.

Trial Examiner: What about Morrison-Knudsen?

Mr. Latimer: Yes, sir, as far as they're concerned.

Trial Examiner: Under what paragraph of the complaint?

Mr. Latimer: I don't think there is anything in the complaint that refers to that particular phase of it, Mr. Examiner.

Trial Examiner: How could they be advised as to how to proceed, how to defend themselves? They are not informed as to what your charges are.

Mr. Latimer: I will withdraw the question.

Mr. Morrison: And the exhibits.

Mr. Latimer: I haven't offered the exhibits.

I might as well, also, Mr. Examiner, withdraw the identification of the exhibits and save that identification for the next exhibit.

Trial Examiner: Well, these papers won't go to the [28] Board anyway. The Board won't see them,

(Testimony of Raoul Wargny.)

I won't see them, you don't even have to give them to the reporter. The only papers that go to the Board and to me for determination are those received in evidence or those rejected exhibits. Papers marked for identification are not part of the record.

Q. (By Mr. Latimer): I show you what has been marked for identification as General Counsel's Exhibit No. 4—

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 4 for identification.)

Q. (By Mr. Latimer—continuing): —and ask if you can identify that.

A. That's a formal application for employment.

Q. That was used in the spring and summer of 1956? A. Contract 1787.

Mr. Latimer: I will offer this in evidence, Mr. Examiner.

Trial Examiner: Any objections, gentlemen?

Mr. Morrison: I object on the grounds of relevancy, your Honor.

Q. (By Mr. Latimer): Can you tell me why the question is asked name of labor organization affiliated with and local number, why that is on the application blank? A. No, sir.

Trial Examiner: Do you offer it?

Mr. Latimer: It is offered. [29]

Mr. Morrison: I don't believe it is relevant.

Trial Examiner: I will overrule the objection and receive it in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 4.

(Testimony of Raoul Wargny.)

(The document heretofore marked General Counsel's Exhibit No. 4 for identification was received in evidence.)

Q. (By Mr. Latimer): Mr. Wargny, who would determine whether or not an employee can be hired at the job site?

Mr. Morrison: In what connection?

Mr. Latimer: Read the question, Mr. Reporter.

(Question read.)

Q. (By Mr. Latimer): Would it be necessary for the site superintendent to take it up with anyone on the job site if there was a steward on the site?

Mr. Hartlieb: The witness has already testified he didn't know anything about job site hires.

Trial Examiner: Do you know anything about that?

The Witness: Local hires, no, job site hires, yes, if they are hired out of Anchorage. If they were hired out of Anchorage—if he was a local hire in the area, no.

Mr. Latimer: That's all.

Trial Examiner: What's all?

Mr. Latimer: I am through.

Trial Examiner: He didn't answer the question.

Mr. Latimer: He said he didn't know. [30]

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: Yes, Mr. Examiner.

Cross Examination

Q. (By Mr. Morrison): When did you com-

(Testimony of Raoul Wargny.)

mence your employment with Morrison-Knudsen?

A. March 3rd, 1956.

Q. Had you been with them prior to your employment at Anchorage? A. Yes.

Q. And where had you been with them?

A. I was with them in 1951 in San Francisco on the Atlas construction job for French Morrocco and also in Seattle prior to coming up here as personnel manager in February of 1956.

Q. You were with them in 1951 in San Francisco? A. Yes.

Q. What were your duties?

A. I was a recruiter in the personnel office in San Francisco.

Q. How long did you work for them there?

A. Four months.

Q. You had not been employed by them at any time prior to 1951? A. No, sir.

Q. And thereafter, when did you next go to work for them? A. February 1956. [31]

Q. And where was that?

A. Seattle, Washington.

Q. And what was your position there?

A. Senior clerk.

Q. In the Morrison-Knudsen office in Seattle?

A. 2217 Third Avenue, Contract 1787 office.

Q. And how long were you employed as a senior clerk there?

(Testimony of Raoul Wargny.)

A. It was just about a month before I came here.

Q. And what were your duties as senior clerk?

A. In Seattle?

Q. Yes.

A. To hire men for the Contract 1787 project in Anchorage.

Q. Was this recruiting duty?

A. Recruiting various crafts and non-manual help too.

Q. Had you done personnel work or recruiting work for other contractors?

A. Yes.

Q. And for whom?

A. With Brown, Pacific, Maxon for four years from 1951 to 1954.

Q. Where was their work?

A. Throughout the United States.

Q. And what was your work after '54 and until you went to work for Morrison-Knudsen?

A. I was in real estate and selling. [32]

Q. Had you ever had any particular education of a formal type in connection with personnel and employment practices?

A. Only through practical experience.

Q. Only through work as you have described it, four months with Morrison-Knudsen and then four years with Brown, Pacific, Maxon?

A. I was three years with that concern.

Q. Mainly concerned with Okinawa construction?

(Testimony of Raoul Wargny.)

A. Chiefly, that's all they had. I also was with Beckdahl in Arabia for eighteen months. I was also in the Aleutian Islands.

Q. What was the nature of your work then?

A. Personnel.

Q. Are you a college graduate, Mr. Wargny?

A. High school.

Q. Graduated from high school?

A. Yes, sir.

Q. Mr. Wargny, who was your direct superior on the Contract 1787 work?

A. Einar Erickson.

Q. And how long did you work for Morrison-Knudsen on their 1787 project?

A. Approximately six months.

Q. Until when?

A. March 3rd, 1956 until the latter part of July. It [33] wouldn't be quite six months.

Q. And did you terminate your employment in July with Morrison-Knudsen? A. That's right.

Q. And have not worked for them since?

A. No, sir.

Q. What has your employment been since July?

A. I was in San Francisco with Holmes and——

Q. What is the nature of that work?

A. Recruiting for Eniwetok.

Q. Now, Mr. Wargny, what was the source of the largest number of your employees for the work on 1787? A. Pertaining to crafts?

(Testimony of Raoul Wargny.)

Q. Well, yes, pertaining to crafts.

A. I would say laborers.

Q. I say, what was the source, where did you hire them; where did you get them?

A. I got them through the Anchorage offices and through the Anchorage locals.

Q. What do you mean through the anchorage offices?

A. Well, men that had worked for the company previously on the jobs before, preceding years, that were eligible for rehire, that were members of the union. Whenever they were requested and the man was eligible, we would ask for him by name to the union, and if they were available and in good [34] standing with the unions, they would be hired by Morrison-Knudsen.

Q. Was the union the person that went out and contacted these people that you wanted and advised them that there was a position available for them with Morrison-Knudsen?

A. If it was not a named request, yes.

Q. What if it was a named request?

A. If they were available and in good standing, they would dispatch them.

Q. How do you know whether or not they're in good standing or not?

A. Through our records and theirs. If he had worked for us previously and had a good record with the company, we would hire him again.

(Testimony of Raoul Wargny.)

Q. What do you mean by good standing?

A. A man that hadn't been discharged from his job before or he had an eligible for rehire slip, eligible rehire in his folder, which we maintain in the personnel department in Anchorage.

Q. That's Morrison-Knudsen's slip?

A. Right.

Q. When you say he is eligible for rehire, you mean so far as Morrison-Knudsen is concerned?

A. That's right.

Q. If you had a named person you wanted to hire, did you [35] personally contact that person?

A. Yes.

Q. By calling them directly?

A. That's right.

Q. And then what did they do?

A. The individual, he would go to the union and get his dispatch slip.

Q. And then report to you?

A. And then report to us for processing.

Q. Did you insist on seeing a dispatch slip from a named person before you hired them?

A. Definitely.

Q. Did any ever report without a dispatch slip?

A. Not to my knowledge.

Q. So there never was a case in which you had an opportunity to determine whether you would or would not hire a man who did not have a dispatch slip whom you had requested, they always had the dispatch slip when they arrived?

A. That's right.

(Testimony of Raoul Wargny.)

Trial Examiner: Did you tell these employees, the named employee, that he would have to go to the union to get a dispatch slip?

The Witness: Well, it was naturally understood if he was a member of the union that would be automatic.

Mr. Morrison: I move the answer be stricken.

Trial Examiner: Strike it out.

Will you read the question to the witness, please?

(Question read.)

A. Yes.

Q. (By Mr. Morrison): You told each employee whom you called, and I am now referring to past employees whom you wanted to rehire or from whom company records had appeared to be available and satisfactory to the company, is it your testimony that when you contacted those employees you told them that they would have to go to the union to get a dispatch slip?

A. If they were members of the union, yes.

Q. You did that in each instance?

A. Yes.

Q. Why did you do that?

A. Because you had to have them cleared through the union. They had to have a clearance before we could hire them.

Q. Where did you get that information?

A. It was just natural procedure.

Q. Who so advised you?

A. Nobody advised me so far as—well, I can't say exactly as to who definitely advised me.

(Testimony of Raoul Wargny.)

Q. Your testimony was that no one advised you that a man would have to have a dispatch slip from the union—

A. (Interrupting) It's general practice the way I understood it. [37]

Q. Well, answer my question. Did any one advise you that a man with Morrison-Knudsen, any one of your superiors or superior, advise you that an employee would have to have a dispatch slip before Morrison-Knudsen would hire them?

A. I can't say that anybody told me definitely, no.

Q. Now, the men you are hiring, what type of crafts were involved, say, within the scope of the labor classification under the A.G.C. contract? Are you familiar with the A.G.C.'s master labor agreement?

A. I was at the time.

Q. Are you still familiar with it do you think?

A. I haven't seen it for a year.

Q. Was there a breakdown of craft classifications within the scope of the labor agreement?

A. Yes.

Q. About how many of these?

A. I don't recall.

Q. Did some of them involve various degrees of skill?

A. No.

Q. What type of crafts were included within the labor classification?

A. I don't remember.

Q. Do you remember any of them?

A. Well, laborers.

Q. Were all men within the scope of the master

(Testimony of Raoul Wargny.)

agreement [38] under the general labor classification, were they all general laborers?

A. No, they were classified.

Q. And do you recall any of the classifications?

A. No, I don't.

Q. May I ask if some of the classifications required greater skills than others?

A. You are talking strictly about the laborers union, aren't you?

Q. Yes, those men who fall within the jurisdictional scope of Local 341.

A. Yes.

Q. Local 341 was the designated bargaining agent, were they not, for those employees who fell within the labor scope under the master agreement?

A. That's right.

Q. Now, but I am asking you, were all of these men unskilled common laborers who fell within that scope?

A. No.

Q. Did some of them have to have substantial skills in various fields?

A. I don't know what you mean by substantial skill.

Q. Well, tell us the type of work that was covered by the laborers union. [39]

A. Well, laborers would come in the categories of—

Mr. Latimer (Interrupting): I am going to object to this line of testimony unless counsel offers the contract in evidence. The contract itself is the best evidence.

Trial Examiner: Overruled.

(Testimony of Raoul Wargny.)

Do you want the question read?

The Witness: Yes.

Trial Examiner: Will the reporter kindly read the question for the witness?

(Question read.)

A. Well, it would be, well, laborers that would dig ditches, I wouldn't know exactly how to designate them.

Q. (By Mr. Morrison): I take it anybody can dig a ditch if given a shovel, is that correct?

A. I imagine anybody could, yes.

Q. So that if all of the skills involved were similar to digging ditches, anyone could hold down a so-called laborers' job, is that correct?

A. That's right.

Q. Were there other jobs which required more skill which anyone without previous experience could not hold down the job? A. Yes.

Q. What were they called?

A. An oiler or greaser. [40]

Q. What was the nature of their work?

A. Greasing trucks.

Q. And what did an oiler do?

A. Oil trucks or tire changing, tire repair.

Q. And were jack hammer operators also included within the scope?

A. I believe they were.

Q. Is there some skill involved in operating a jack hammer? A. Definitely.

Q. Would you say a considerable amount of skill or just a little?

(Testimony of Raoul Wargny.)

A. I would say considerable.

Q. What about powder men?

A. They would be skilled.

Q. There would be a substantial amount of skill involved in powder men? A. Yes.

Q. What is a high scaler?

A. I wouldn't know.

Q. Some of these men handled, in addition to jack hammers, handled other types of equipment, do they not, saws, power-saws? A. Yes.

Q. And what is your own policy in obtaining employment, where did you find the best source of getting these semi-skilled men was? [41]

A. We found two sources. We found sources from the men that had worked for us in the past and also through the unions.

Q. So the union supplied skilled men when you specified to them what type you needed?

A. If they were available, yes.

Q. And if they had men available to send out. Were the men sent out by the union, was it your experience that they were able to do the job pretty satisfactorily?

A. I would never see the man actually at work so all I could designate it by was their paper.

Q. Were there any complaints from the superintendents as to the quality of work that the men did?

A. No, they wouldn't notify the personnel department.

Q. So that the union proved to be a pretty satis-

(Testimony of Raoul Wargny.)

factory place to obtain help, particularly in the skilled category, isn't that correct?

A. Well, not a hundred per cent.

Q. But substantially.

A. Substantially, yes.

Q. Now, on these college men you were talking about, was it your understanding that they actually already had a job with Morrison-Knudsen when they arrived in Alaska? A. Yes.

Q. Do you know who hired them? [42]

A. I guess you would say I did.

Q. Did you make the commitment to bring them all the way to Alaska? A. No.

Q. Do you know who made that commitment?

A. No.

Q. Did you know anything about them other than the fact that in your testimony Mr. Haugen advised you they were available?

A. That's the first I knew about it.

Q. Now, are you sure that it was Mr. Haugen that stated that they should be sent over to the union for clearance or did you just send them yourself as part of your procedure?

A. No, I didn't.

Q. What do you mean, no, you didn't?

A. I didn't send them myself direct without authority that they were going to be dispatched by the union. All I had to do was send them down there, that the arrangements had already been made that they could join the union and get a dispatch slip and cleared for jobs.

(Testimony of Raoul Wargny.)

Q. Who advised you of this?

A. Mr. Haugen.

Q. That's all you knew about those men?

A. That's right.

Q. Did you ever talk to them?

A. Yes, sir. [43]

Q. Did you ever tell them that they had to join the union? A. No, sir.

Q. What did you tell them?

A. I just told them that they were to go down to the union and join it and come back to the office for processing and dispatch to their jobs.

Q. You just told me that you did not tell them that they had to join the union. I asked you originally if you told them that they had to join the union.

A. And I said no. I didn't answer that question, did I?

Q. You answered it two ways. One, you said you didn't and the other time you said you didn't. What did you tell Mr.—

A. (Interrupting): Here's the way the thing started. Mr. Haugen called me at the personnel office and he said he had four college students from Seattle that were coming in to Anchorage for work for the summer and they were going to work as laborers, that arrangements had been made that they could go down to the union to join the union, Local 341; and as soon as they come in to send them there to get their dispatch slips and come

(Testimony of Raoul Wargny.)

back to the office to be processed and sent out on sites.

Q. When you talked to them, what did you tell them?

A. I didn't tell them anything. I told them when they had their dispatch slips, I said they would be processed for work. I never said they had to join the union or anything like that [44] because I didn't have to. They had already been told that they were cleared with the union.

Q. You mean when they arrived at your office they already had dispatch slips?

A. No, no. When they first came in to Anchorage they came in for processing and I told them to go down to the union to get their dispatch slips, that they would have to join the union. They were already cleared to go down through the union, they could get their dispatch slip by paying their fees to join the union.

Q. Then, it is now your testimony that you told them that they would have to join the union?

Mr. Latimer: I object to that, Mr. Examiner. He has answered that three or four times.

Trial Examiner: I will overrule the objection.

Will you tell us everything you remember telling these college boys? Were there four or five in the first place?

The Witness: Four. I thought at first five but I know it is four.

Trial Examiner: And they were colored fellows?

The Witness: Oh, no, college.

(Testimony of Raoul Wargny.)

Trial Examiner: College boys.

Mr. Morrison: University undergraduates.

Trial Examiner: Now, they came into your office, the four of them came in together? [45]

The Witness: That's right.

Trial Examiner: Will you tell us everything you remember now that you said to these four boys?

The Witness: When they came into the office, I told them that arrangements had been made for them to go down to the union to join the union, Local 341, and as soon as they received their dispatch slips to come back to the personnel office and we would process them for work as laborers on four different sites; and we sent each man out to a different site.

Q. (By Mr. Morrison): Did you tell them they had to join or did you tell them they simply had been——

A. (Interrupting): I said it had been arranged for them to join the union, get their dispatch slips and come back——

Q. (Interrupting): May I ask, is joining the union and getting a dispatch slip the identical thing?

A. You have to join the union first before you can get a dispatch slip.

Q. Do you know that?

A. I assume that.

Q. You do not know what is required to get a dispatch slip? A. No.

(Testimony of Raoul Wargny.)

back to the office to be processed and sent out on sites.

Q. When you talked to them, what did you tell them?

A. I didn't tell them anything. I told them when they had their dispatch slips, I said they would be processed for work. I never said they had to join the union or anything like that [44] because I didn't have to. They had already been told that they were cleared with the union.

Q. You mean when they arrived at your office they already had dispatch slips?

A. No, no. When they first came in to Anchorage they came in for processing and I told them to go down to the union to get their dispatch slips, that they would have to join the union. They were already cleared to go down through the union, they could get their dispatch slip by paying their fees to join the union.

Q. Then, it is now your testimony that you told them that they would have to join the union?

Mr. Latimer: I object to that, Mr. Examiner. He has answered that three or four times.

Trial Examiner: I will overrule the objection.

Will you tell us everything you remember telling these college boys? Were there four or five in the first place?

The Witness: Four. I thought at first five but I know it is four.

Trial Examiner: And they were colored fellows?

The Witness: Oh, no, college.

(Testimony of Raoul Wargny.)

Trial Examiner: College boys.

Mr. Morrison: University undergraduates.

Trial Examiner: Now, they came into your office, the four of them came in together? [45]

The Witness: That's right.

Trial Examiner: Will you tell us everything you remember now that you said to these four boys?

The Witness: When they came into the office, I told them that arrangements had been made for them to go down to the union to join the union, Local 341, and as soon as they received their dispatch slips to come back to the personnel office and we would process them for work as laborers on four different sites; and we sent each man out to a different site.

Q. (By Mr. Morrison): Did you tell them they had to join or did you tell them they simply had been——

A. (Interrupting): I said it had been arranged for them to join the union, get their dispatch slips and come back——

Q. (Interrupting): May I ask, is joining the union and getting a dispatch slip the identical thing?

A. You have to join the union first before you can get a dispatch slip.

Q. Do you know that?

A. I assume that.

Q. You do not know what is required to get a dispatch slip? A. No.

(Testimony of Raoul Wargny.)

Trial Examiner.: Do you happen to remember the names of these four college boys?

The Witness: No, I don't.

Q. (By Mr. Morrison): Mr. Wargny, in connection with a [46] request by superintendents for employees, you say that was handled by radio requests? A. The majority of cases, yes.

Q. They would radio to your central hiring office? A. Yes.

Q. Incidentally, was most of the hiring done at Anchorage for the various projects?

A. It was divided in two sections between Anchorage and Fairbanks. The request would come into Anchorage and if it belonged in the Fairbanks jurisdiction, we would transmit it to our representative there.

Q. What was the principal central office for employment? A. The Pomeroy Building.

Q. At Anchorage? A. Yes.

Q. And Anchorage was a suboffice, you might say?

A. Suboffice of the Anchorage office, yes.

Q. And were all hires cleared first through the Anchorage office?

A. They were requested from the Anchorage office, yes. In other words, the site superintendent would radio the Anchorage office regardless of whether it was from Nome or Galena or whichever section it was, it would come into the Anchorage office by radio. If it didn't pertain to a man belonging to the Anchorage area, then we would

(Testimony of Raoul Wargny.)

transmit the message to our [47] representative in Fairbanks for that jurisdiction.

Q. I see. Now, how were these requests made? In other words, what would a typical message say?

A. A typical message would say that they needed so many laborers, so many electricians, truck drivers, mechanics, or whatever type of help they needed on that particular site.

Q. I take it that you keep these radio messages to a minimum as a matter of practice, in other words. The amount of words you use in a radio message, is that cut down or do they go into quite a bit of detail?

A. It all depended on just what type of—if they needed a particular—they wouldn't elaborate on anything. They would just say, if they wanted a truck driver, they would tell us what kind of truck driver they wanted. They wouldn't just say a truck driver. They would tell us a heavy-duty truck driver, or a dump truck driver, or they wanted one over so many cubic yards and so on.

Q. So the only message you got from the job superintendents in the request message was a specification of the type of a job to be filled and how many men they needed?

A. In most cases, yes.

Q. In the particular classification?

A. Unless they would name an individual that they wanted, yes.

Q. And if they would name an individual, they would simply name the individual or individuals?

(Testimony of Raoul Wargny.)

A. That's right. [48]

Q. And was there any further information that they would customarily put?

A. They would tell us when they wanted them on the job site.

Q. Was there any further information on these radios? A. Not generally.

Q. Generally it was just a straight inquiry to you for either a named or unnamed person for particular jobs at particular times?

A. That's right.

Q. And it was up to you to get them?

A. That's right.

Mr. Morrison: I have no further questions.

Trial Examiner: Mr. Hartlieb, do you have any questions?

Cross-Examination

Q. (By Mr. Hartlieb): Mr. Wargny, do you have any idea of what percentage of men in the Anchorage area who commonly do laborer's work belong to a labor organization? You don't have any idea about that? A. No, sir.

Q. Directing your attention to the college boys. I think you stated that they went over to the union hall and joined the union? A. Yes. [49]

Q. Are you sure that that's the way it occurred?

A. That's my recollection, yes.

Q. They physically went over to the union hall and then came back? A. That's right.

Q. Mr. Wargny, tell us, if you know, what per-

(Testimony of Raoul Wargny.)

centage of the men working at Big Mountain were sent out of the Anchorage area?

A. I haven't any idea.

Q. You don't have any idea? A. No, sir.

Q. In other words, you don't know then, don't have any idea how many people were hired in the Big Mountain area as distinguished from the Anchorage area? A. No, sir.

Q. Tell us, if you know, and I understand, I realize that you may very well not know, do you have any idea of what the percentage of union men on the Big Mountain job was in the labor classification?

A. No, sir, I haven't any idea.

Mr. Hartlieb: May I have a minute, sir?

Trial Examiner: We will take a short recess.

(Short recess.)

Trial Examiner: Yes, are you ready to proceed?

Mr. Latimer: Yes. [50]

Trial Examiner: Will you kindly resume the witness stand, Mr. Wargny?

Q. (By Mr. Hartlieb): Mr. Wargny, you testified on direct examination that, I believe this was the substance of your testimony, that the site superintendent called you and requested men and that you in turn then called Local 341 and asked for an individual by name if the site superintendent had requested an individual by name, wasn't that your testimony in substance? A. Yes.

Q. Can you ever remember an instance, sir,

(Testimony of Raoul Wargny.)

where the union refused to send a man that they had named?

A. Yes, but I don't recall the individual's name.

Q. You can't remember the name?

A. No, sir.

Q. But you are sure that there was such a request and such a refusal? A. Yes, sir.

Q. In how many instances, sir?

A. Very few instances. I would say it wouldn't be over three during my term.

Q. If you know, Mr. Wargny, what was the reason for refusal?

A. Well, one case I remember was that the individual that was requested was not a member of the union and they had so many men on the bench that had priority that they didn't want to accept any more. [51]

Q. You don't remember that individual's name, though? A. No, sir, I don't.

Q. Do you know whether or not he was subsequently hired by M-K? A. I do not.

Q. He could have been hired, though?

A. He could have been, yes, but I don't recall any case where he was.

Q. Mr. Wargny, you have in answer to prior questions indicated that you have had quite a history of personnel work in the construction industry dating back to 1944; did I understand correctly?

A. Yes.

Q. You further testified that nobody specifically told you that only union people could be hired by

(Testimony of Raoul Wargny.)

yourself. Is it possible, Mr. Wargny, that you brought that impression to the territory with you as a carry-over of your previous experience in personnel work? A. No, sir.

Q. But you can't tell us who gave you those directions? A. No, sir.

Q. Did anybody, Mr. Wargny, that was over you in your job with M-K ever tell you that you couldn't hire nonunion people?

A. No, sir. [52]

Q. As a matter of fact, could you hire non-union people? A. Yes, sir.

Q. And as a matter of fact, did you ever hire nonunion people? A. No, sir.

Q. Did anybody from Local 341 ever, by either direct words or inference, threaten any repercussions if you hired nonunion people?

A. Not that I recall.

Q. Did anybody from Local 341, by inference or otherwise, ever threaten repercussions if you hired other than through the union hall regardless of whether they were union or nonunion?

A. Well, I recall one instance. I don't exactly remember what the inference was about the case that I had. There was some discussion at one time over the telephone with one of the members of the union about some trouble of some kind but I don't recall the circumstances surrounding the individual or the case. So I wouldn't be able to elaborate on that any more than that I did have a discus-

(Testimony of Raoul Wargny.)

sion which wasn't a very happy one over the telephone at the time.

Mr. Morrison: I move that the answer be stricken.

Trial Examiner: Motion denied.

Q. (By Mr. Hartlieb): Mr. Wargny, back to these college men. They had been hired before they came to the territory, had they not? [53]

A. That I don't know.

Q. Was there any question in your mind but what Morrison-Knudsen was going to put them to work?

A. Before they came to Anchorage?

Q. When they got there. A. No.

Mr. Hartlieb: I have no further questions.

Trial Examiner: Mr. Latimer, any questions?

Redirect Examination

Q. (By Mr. Latimer): Mr. Wargny, you said it was the general practice to clear through the union. Was that the practice that you discovered when you went to work for Morrison-Knudsen as personnel officer? A. Yes.

Mr. Latimer: Will you mark this, please?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 5 for identification.)

Q. (By Mr. Latimer): I show you what has been marked for identification as General Counsel's Exhibit No. 5 which purports to be the A.G.C.-A.F.L. Alaska master labor agreement for 1956, and

(Testimony of Raoul Wargny.)

ask you to refer to Page 27, laborers classification and wages and ask you to look over the classifications on that page, and ask you to look at Page 25, Schedule B, teamsters classification and wages and ask you to look over [54] those classifications and ask if you were correct in your testimony when you referred to laborers being greasers and oilers.

Trial Examiner: You mean members of 341?

Mr. Latimer: Yes, sir, as members of 341.

Q. (By Mr. Latimer): You were speaking from memory, I take it, when you testified?

A. Yes. At the time I made the statement, I wasn't absolutely sure about the greasers, but I see now that it is the teamsters classification and not a laborers classification.

Mr. Latimer: I offer General Counsel's Exhibit 5, Mr. Examiner.

Trial Examiner: Any objection?

Mr. Morrison: I have no objection, Mr. Examiner.

Mr. Hartlieb: No objection.

Trial Examiner: There being no objection, the booklet is received in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 5.

(The document heretofore marked General Counsel's Exhibit No. 5 for identification was received in evidence.)

Q. (By Mr. Latimer): Mr. Wargny, when you received these radio messages from the site superintendent requesting employees, after you called

(Testimony of Raoul Wargny.)

the union, would you make any note on the radio message itself? A. Yes. [55]

Q. What sort of a note would you make on the message?

A. On the bottom of the message we would put down the two letters U.C. and the date which means that the union was called on that date pertaining to that message and signed by our initials.

Q. You testified a moment ago, I believe, that the boys, the college boys, went to the union hall. Did you go with them to the union hall?

A. No, sir.

Q. Did you see them go to the union hall?

A. No, sir.

Q. Then, you don't know whether they actually went there, do you? A. Not physically, no.

Q. Does the name Morris A. Abolins mean anything to you? A. Yes.

Q. Ronald S. Crowe? A. Yes.

Q. Joel I. Garnes? A. Yes.

Q. Robert Bleeck? A. Yes.

Q. Who are those people?

A. Those are the four college boys from Seattle.

Q. That we have been discussing? [56]

A. Yes, sir.

Mr. Latimer: Now, Mr. Examiner, I am going to press my questions on General Counsel's 3 for identification. Counsel for the company opened the door on other craft and I am going to ask the witness—

Mr. Morrison (Interrupting): Mr. Examiner, be-

(Testimony of Raoul Wargny.)

fore we get into that, I would like to know how we opened the door concerning other crafts. I asked the man the type of craft within the labor category. He happened to get a couple that were not. That had to do with the problems involved in obtaining competent employees among the labor classifications and why it was necessary to go to the union as the best source. I don't see what that has to do with Exhibit 3 that General Counsel is talking about.

Mr. Latimer: It indicates that what the witness testified to is a fact. They did go to the various labor organizations for their help.

Mr. Morrison: We don't argue that point, but that's not an issue here.

Trial Examiner: There is nothing before me at the present time, so I can't rule on it.

Q. (By Mr. Latimer): I show you what has been marked for identification as General Counsel's Exhibit 3-B and ask if you can identify that?

A. Yes, sir. [57]

Q. What is it?

A. Dispatch slip from Local 302.

Q. Of the——

A. (Interrupting): International Union of Operating Engineers.

Q. For James and Ben Aldrich?

A. Yes, sir.

Q. Dated June 7, 1956? A. Yes, sir.

Q. I ask you to look at General Counsel's for identification 3-C, and ask if you can identify that?

(Testimony of Raoul Wargny.)

A. Yes, sir.

Q. What is that?

A. It is a telegram stating that Jim and Ben—
Mr. Morrison (Interrupting): I object to what
the telegram states.

The Witness: It is a telegram from Seattle.

Q. (By Mr. Latimer): Who is it from?

A. Al Kissinger from our Seattle office.

Q. Office manager for whom?

A. Morrison-Knudsen.

Mr. Latimer: I offer General Counsel's 3 through
3-C, Mr. Examiner.

Mr. Morrison: We object, Mr. Examiner, on the
same ground on which the matter was originally
rejected or withdrawn. [58] It has nothing to do
with Local 341 or Morrison-Knudsen.

Trial Examiner: Under what paragraph?

Mr. Latimer: If you will refer to Paragraph 10
in the complaint, Mr. Examiner, I think that covers
it sufficiently to receive these documents from this
testimony in evidence.

Mr. Morrison: The complaint alleges an agree-
ment between Morrison-Knudsen and Local 341
whereby we required, as a condition of hire, mem-
bership in Local 341.

Mr. Latimer: Paragraph 10 states by its agree-
ment, arrangements or practice and its course of
action described above respondent, M - K, indi-
vidually and through Local 341 as its hiring agent
and so forth.

Trial Examiner: What about that, Mr. Morrison?

(Testimony of Raoul Wargny.)

Mr. Morrison: Well, it was my understanding from the full text of the complaint that this alleged agreement between M-K and Local 341—I am not prepared to go into what arrangements, if any, M-K might have with all of the other crafts and unions involved. You cannot take one specific item of correspondence here which in many respects is hearsay involving a completely different organization.

Trial Examiner: He is not only accusing you, your client rather, or violating the Act in connection with certain dealings with Local 341, but he is also alleging that you individually have discriminated in the hire of employees with respect to applicants for employment to encourage membership in a labor organization. [59]

Mr. Morrison: In connection with named employees. I don't think that the complaint is a *carte blanche* to——

Trial Examiner (Interrupting): It is not artistically framed, I will agree with you, but it seems to be some basis for Mr. Latimer's argument.

Mr. Morrison: If the scope of this inquiry is to go into our relationships with all employees——

Mr. Latimer (Interrupting): I don't propose to do that, Mr. Morrison.

Mr. Morrison: I am going into it. If you are going to bring up a collateral matter, I may have to meet with it on the same basis. I am wholly unprepared to go into the records concerning what

(Testimony of Raoul Wargny.)

might have occurred with other crafts and other individuals.

Trial Examiner: At the conclusion of the General Counsel's case, if you think you need more time to prepare your defense, I will entertain an application for an adjournment or give you time, and I will give you some time to prepare, to meet this matter that you call, designate as a collateral matter.

Mr. Morrison: Defense against whom or what?

Trial Examiner: I don't know. Maybe you won't have to meet anything.

Mr. Hartlieb: Mr. Hearing Officer, I would like [60] to object to it on behalf of the union for the reason he alleges practice or agreement between M-K and Local 341. I take the position that there is no evidence of such a practice.

Trial Examiner: Not against your client. That's clear enough. It is not against, it can't be used as any kind of an agreement binding upon your client.

Mr. Hartlieb: Or to show any policy or pattern on the part of the dealings.

Trial Examiner: I will overrule the objections and receive the papers in evidence and I will ask the reporter to kindly mark them as General Counsel's Exhibits 3, 3-A, 3-B, and 3-C, respectively.

(The documents heretofore marked General Counsel's Exhibits Nos. 3, 3-A, 3-B, and 3-C for identification were received in evidence.)

Mr. Latimer: No further questions.

Trial Examiner: Any questions, Mr. Morrison?

(Testimony of Raoul Wargny.)

Recross-Examination

Q. (By Mr. Morrison): Mr. Wargny, during the five and a half or six months of your employ-
M-K and the union to the effect that only union
men would be hired and that the company would
use the union hall as its sole source of recruitment
for labor? A. No, sir.

Q. That never occurred? [61] A. No, sir.

Mr. Morrison: I have no further questions.

Recross-Examination

Q. (By Mr. Hartlieb): Mr. Wargny, while you
were personnel manager for M-K, were you ever
told or were you aware of any agreement between
between M-K and the union to the effect that only
union men would be hired and that the company
would use the union hall as its sole source of re-
cruitment for labor? A. No, sir.

Q. You knew of no such agreement, neither oral
or tacit? A. No, sir.

Mr. Hartlieb: I have no more questions.

Mr. Latimer: No questions.

Trial Examiner: You are excused, sir.

(Witness excused.)

Trial Examiner: We will stand adjourned now
until 1:45.

(Whereupon a recess was taken until 1:45
o'clock, p.m.) [62]

After Recess

(Whereupon, the hearing was resumed, pursuant to the taking of the recess, at 1:45 o'clock, p.m.)

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Mr. Hartlieb: Yes, sir.

Trial Examiner: Will you kindly call your next witness, Mr. Latimer?

Mr. Latimer: Mr. Abolins.

Trial Examiner: Will you step forward, sir, and be sworn?

MORRIS A. ABOLINS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Morris A. Abolins.

Trial Examiner: And where do you live?

The Witness: Sunner, Washington.

Trial Examiner: Mr. Latimer, you may proceed with the examination of the witness who has been duly sworn.

Direct Examination

Q. (By Mr. Latimer): Mr. Abolins, did there come a time in 1956 when you were offered a job with the Morrison-Knudsen Construction Company?

A. Yes, there did.

Q. How did that come about? [63]

A. At the time I just graduated from high school and was preparing to enter the University

(Testimony of Morris A. Abolins.)

of Washington and Mr. Tippy Dye, the coach of the University of Washington basketball team, he offered me a job up here in Alaska for the summer so I could get some money to go to school.

Q. Did he tell you who the job was with?

A. Yes, with the Morrison-Knudsen Construction Company.

Q. And did you come to Alaska?

A. Yes, I did.

Q. About when was that?

A. On the 10th day of June, I believe it was. It was a June day.

Q. 1956? A. 1956.

Q. What did you do when you got to Anchorage?

A. The first thing we did—Mr. Wyley, who is in charge of getting the jobs for the athletes at the University of Washington, gave us a few names we were supposed to get in touch with here. Among them was Mr. Erickson and three other gentlemen whose names I do not recall, but one of whom was a Peterson, I believe.

Trial Examiner: Who is we?

The Witness: We is the four of us, myself, Ron Crowe, Joel Garnes and Robert Bleeck.

Q. (By Mr. Latimer): All four of you came up together? [64] A. Yes, sir.

Trial Examiner: How do you spell Mr. Wyley's name?

The Witness: W-y-l-e-y.

Q. (By Mr. Latimer): Do you see Mr. Erickson in the hearing room? A. Yes, I do.

(Testimony of Morris A. Abolins.)

Q. Do you recognize him? A. Yes.

Q. Tell us, after you got to Anchorage what did you do?

A. Well, we first tried to contact the Morrison-Knudsen offices by phone but there was no answer so we went down to the office, down there across the railroad tracks, and somebody there told us that there was no one there at that particular day. It was Sunday and he told us to come back the next day, which we did.

Q. Then that was on a Monday you went back?

A. Yes.

Q. Where did you go on that day?

A. Down to the same place.

Q. What happened after that?

A. We went into the office. We saw a gentleman there, I don't know who it was now, but he told us that they had been expecting us. We had identified ourselves to him and he said that we would have to go through the Union Hall and then they would dispatch us to the job site. [65]

Q. You don't know who you talked to at that place?

A. No, I don't know the gentleman's name.

Q. What happened next?

A. He called up Harold Rothias.

Q. You mean Grothias?

A. He is the gentleman that's sitting there in the second row.

Q. I mean who is he?

(Testimony of Morris A. Abolins.)

A. He said he was in charge of the Union Hall of hiring.

Trial Examiner: How do you spell his name?

Mr. Latimer: G-r-o-t-h-i-a-s.

Trial Examiner: What position or affiliation did he have with the Union 341 in June of 1956?

Mr. Hartlieb: Excuse me, sir, it's G-r-o-o-t-h-i-a-s. He is the business representative.

Trial Examiner: He was in June '56?

Mr. Hartlieb: Yes, sir.

Q. (By Mr. Latimer): Go ahead, tell us what happened?

A. This named gentleman came down and we went into a room in one of the offices at Morrison-Knudsen Company.

Q. Wait a minute. Before this happened, had you talked to Mr. Harrison connected with Morrison-Knudsen Company?

A. Yes, this gentleman.

Q. You don't know who it was?

A. A gray haired gentleman, fairly heavy set. [66] He was in the front office. We went into one of these rooms, one of the other empty offices.

Trial Examiner: That's at the Union Hall?

The Witness: No, we didn't go to the Union Hall just as yet.

Q. (By Mr. Latimer): This was at the Morrison-Knudsen Company? A. Yes.

Q. Did Harold Groothias come down at that time? A. Yes.

Q. Tell us what happened.

(Testimony of Morris A. Abolins.)

Trial Examiner: Who was present when you had this conversation that you are about to relate?

The Witness: The four of us and Harold—

Q. (By Mr. Latimer—interrupting): Who is the four of us?

A. Myself, Crowe, Garnes and Bleeck.

Q. So Groothias took you back to an unoccupied office? A. Yes.

Trial Examiner: Where?

The Witness: At the Morrison-Knudsen Company offices.

Q. (By Mr. Latimer): Tell us what happened.

A. Well, it was there, to the best of my recollection, that we filled out our applications to join Local 341.

Q. Who gave you the application?

A. Harold did. [67]

Q. I hand you what has been marked for identification as General Counsel's Exhibit No. 6 and ask you if that is the type of application you filled out for Harold Groothias at that time?

A. Yes, it is.

Mr. Morrison: Mr. Examiner, there is considerable material on the back of this, I have not seen it heretofore.

Trial Examiner: Go ahead and read it.

Q. (By Mr. Latimer): Had you talked to Mr. Erickson before—

Trial Examiner (Interrupting): Wait a minute. Mr. Morrison wants to read the paper you just handed to him.

(Testimony of Morris A. Abolins.)

Mr. Latimer: I beg your pardon, sir.

Mr. Morrison: May I ask some questions on voir dire?

Trial Examiner: He just showed it to him. He is not offering it.

Mr. Morrison: Maybe your procedure is somewhat different than what I am accustomed to. Normally, the exhibit is identified and submitted to the witness for identification and then at that point we make our objections. I wonder if you intend to offer it.

Mr. Latimer: Yes, I intend to offer it.

Mr. Morrison: What number has this been designated as?

Trial Examiner: Six.

Q. (By Mr. Morrison): Mr. Abolins, did you read the application at the time you filled it out?

A. Yes, sir, I made it a point to read it. [68]

Q. Did you read this exhibit?

A. Now, not on the other side of it, no.

Q. How do you know whether this, then, is the application you signed at the time you have just been telling us about?

A. I read it before he came here, but I saw it before the hearing opened and I know it is the same one.

Q. Do you recall signing such an application?

A. Oh, yes.

Trial Examiner: Are you offering the paper in evidence?

Mr. Latimer: Yes, sir.

(Testimony of Morris A. Abolins.)

Trial Examiner: Any objection?

Mr. Morrison: I object on the ground of materiality. This is an unsigned application.

Trial Examiner: I will overrule the objection and receive the paper in evidence and ask the reporter to kindly mark it as General Counsel's Exhibit No. 6.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 6 for identification and was received in evidence.)

Q. (By Mr. Latimer): After you signed the application for membership in 341, did you have a further conversation with Mr. Groothias?

A. Not at that time.

Q. What did he tell you when you signed the application? [69]

A. Well, he said that we were to, in order to work, we would have to join the union and he said that generally it is accepted practice for the individual, when he desires to join the union, to pay the \$50 initiation fee at the time he joins. However, he said he was making a special exception in our case and he would let us go out there owing him the money. But he put it very clearly to us, that if we did not send the money in within the first or second pay check, he would come out and get us, or that was the idea I got.

Q. Did Mr. Groothias tell you what the dues, initiation fees would be? A. Yes.

Q. What did he say they would be?

A. The initiation fee, if I recall correctly, was

(Testimony of Morris A. Abolins.)

\$50 last year, and the dues were \$6 a month for the months that the construction was in effect, and \$3, I believe, \$2 or \$3 the other months.

Q. Did you pay your dues and initiation fees at that time? A. Not at that time.

Q. When did you pay your dues and initiation fees?

A. After I got out to the site and had received my second pay check.

Q. Do you remember how much you paid?

A. Yes.

Q. How much did you pay? [70]

A. Ninety-eight dollars.

Q. Did you get a receipt for that?

A. Yes, I did.

Q. I hand you what has been marked for identification as General Counsel's Exhibit No. 7 and ask if you can identify that. What is that?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 7 for identification.)

A. That is the receipt I received from Mr. Groothias.

Q. For your dues and fees? A. Right.

Q. In the amount of how much?

A. Ninety-eight dollars.

Q. Showing your dues paid up until when?

A. Until June of this year.

Mr. Latimer: I offer this in evidence, Mr. Examiner.

Trial Examiner: Any objection?

(Testimony of Morris A. Abolins.)

Mr. Morrison: I haven't seen it yet.

Q. (By Mr. Latimer): According to General Counsel's Exhibit 7, which is a receipt for your fees and dues, you paid \$98, is that correct?

A. Yes.

Q. This represents \$50 initiation fee and dues for the entire year, is that correct? [71]

A. Yes.

Mr. Latimer: I offer it in evidence.

Trial Examiner: Any objection?

Mr. Morrison: No objection.

Mr. Hartlieb: No objection.

Mr. Latimer: May I withdraw the original and substitute photostatic copies?

Trial Examiner: Any objection?

Mr. Morrison: No objection.

Trial Examiner: There being no objection, the papers will be received in evidence and I will kindly ask the reporter to mark it General Counsel's Exhibit 7. And the General Counsel may substitute photostatic copies in lieu of the original thereof.

(The document heretofore marked General Counsel's Exhibit No. 7 for identification was received in evidence.)

Q. (By Mr. Latimer): Mr. Abolins, after you had filled out your application for membership in the union, what happened after that?

A. After that, Mr. Groothias very kindly consented to give us a ride up to the Morrison-Knudsen employment office which was some distance away and there we were told to come back at a later

(Testimony of Morris A. Abolins.)

time. I believe Mr. Wargny told us that he would call us when he wanted to see us. And so we went back to our motel [72] and Mr. Wargny called us later on in the day and we came back. And it was at that time that a gentleman was working at the office. I believe he was one of Mr. Wargny's assistants who took us over to the Union Hall where we got our dispatch slips from Mr. Groothias.

Q. I show you what has been marked for identification as General Counsel's Exhibit 8 and ask you if you can identify that.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 8 for identification.)

A. Yes.

Q. What is it?

A. A dispatch slip from the Union Hall.

Q. Is that a photostatic copy of the dispatch slip you got at the Union Hall? A. Yes, it is.

Mr. Latimer: I offer it in evidence. Counsel has seen it.

Trial Examiner: Any objection?

Mr. Morrison: No objection.

Trial Examiner: There being no objection, the paper is received in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 8.

(The document heretofore marked General Counsel's Exhibit No. 8 for identification was received in evidence.) [73]

(Testimony of Morris A. Abolins.)

Mr. Latimer: May we go off the record, Mr. Examiner?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Q. (By Mr. Latimer): Do you know Mr. Erickson? A. Not personally, no.

Q. Do you recall whether or not you talked to him when you came to the Morrison-Knudsen office in June, when you first reported up here?

A. To the best of my recollection, Mr. Erickson was busy at the time we entered the office and we never did talk to him personally.

Q. You don't know who you talked to at the Morrison-Knudsen office? A. No.

Q. After you picked up your dispatch——

Mr. Morrison (Interrupting): The record will show no answer, indicating, I suppose in the negative.

The Witness: No.

Q. (By Mr. Latimer): After you picked up your dispatch slips from the Union Hall, what happened then?

A. After that we went back to the employment office which was located in a quonset hut, I believe, and from there—— [74]

Q. (Interrupting): Of Morrison-Knudsen Company?

A. Yes, Morrison - Knudsen Company employment office.

Q. What did you do with your dispatch slip?

(Testimony of Morris A. Abolins.)

A. One I took out to the site with me and gave it to the shop steward.

Q. Wait a minute. How many slips did you get from the Union Hall? A. Two, I believe.

Q. Both the same color?

A. No; one was yellow.

Q. And one was white? A. Yes.

Q. What did you do with the white slip?

A. The white one, I believe, I gave to the girl at the office.

Q. Of Morrison-Knudsen? A. Yes.

Q. What happened after that?

A. After that she wrote out the travel order, or travel request, whatever you call it, and I didn't get mine until almost closing time that night because some other fellows had to go out before I did. But after that she wrote up the travel order and had the baggage weighed and everything and I left the next day.

Q. Where were you assigned to work?

A. Site No. 2 at Big Mountain. [75]

Q. Do you know what happened to the other three lads that came up with you, Crowe and Garmes and Bleeck? Do you know where they went?

A. Crowe went—

Mr. Morrison (Interrupting): I want to object, unless he knows of his own knowledge.

Trial Examiner: Is there any doubt that they were assigned to three different jobs?

Mr. Latimer: I will withdraw the question.

(Testimony of Morris A. Abolins.)

Q. (By Mr. Latimer): Did all four of you go to the same site? A. No, we didn't.

Q. Were you present when the other three lads, Bleeck, Crowe and Garnes were assigned?

A. Yes.

Q. In the personnel office?

A. Yes, they told us where we would be going.

Q. Did you hear where they were going to be sent? A. Yes.

Q. Where were they sent?

A. Crowe went out to Cape Romanzoff, Bleeck went out to Hinchbrook and Garnes went out to Newenham.

Q. After you reported to site 2 at Big Mountain, who did you report to out there?

A. Well, you mean as far as the labor steward?

Q. What did you do when you got out there?

A. First of all, I got off the plane and I [76] was assigned a room and a bed in a quonset hut and I reported to the office they have up there.

Trial Examiner: Whose office?

The Witness: The office of the site superintendent, Bruce Shunway.

Trial Examiner: You mean the company office?

The Witness: Yes. And they told me to report to the labor foreman.

Q. (By Mr. Latimer): Who told you to do that? A. The site clerk.

Q. Do you know what his name was?

A. No, I have forgotten right now.

Q. Does Wilson mean anything to you?

(Testimony of Morris A. Abolins.)

A. No, I don't believe it was Wilson.

Q. Did you check in with the job steward up there, union job steward?

Mr. Morrison: Mr. Examiner, I don't want to keep entering objections here, but I think that these leading questions——

Mr. Latimer (Interrupting): I withdraw the question.

Mr. Morrison: There has been a series of them and I want to object.

Q. (By Mr. Latimer): Did you report to anyone else after you got up to the job site?

A. The second or third day I was up there, I am not sure which, I finally found the job steward.

Q. What was his name? [77]

A. Steve Alukas.

Q. Did you have a conversation with him?

A. Yes, I did.

Q. Tell us what was said.

A. He asked me if I had paid my dues and I said no. He said that I should pay them with the first check that I got and send it by mail—give it to him and he would send it in to Anchorage and pay it.

Q. What else was said? Tell us the whole conversation between you and Alukas. What did you say to him?

A. I said that I had a previous commitment. I said my first check would go for my fare up here and he did not like that idea in the least. He said that my first commitment was, of course, the union

(Testimony of Morris A. Abolins.)

or they would put me out of a job. If it hadn't been for them I wouldn't be out there. Well, I finally agreed that I should pay the union with my second pay check, which I did.

Q. Do you know a party out there, that was working out there at that time, by the name of Ingram?

A. Yes. He was a powder man and after Alukas was made a foreman by the site superintendent Shumway, Ingram became the new labor steward.

Q. Was that in the summer of '56? [78]

A. Yes, it was.

Q. Did you have a conversation with Ingram about the employment of natives out there?

A. Yes, I did.

Trial Examiner: When did you have the conversation?

The Witness: Would you like the date?

Trial Examiner: Before he was shop steward or after?

The Witness: After he was shop steward. They had some natives up there who had come in from Pile Bay, I believe it was——

Mr. Morrison (Interrupting): Before he goes further, Mr. Examiner, I am going to object to his testifying as to a conversation with Roy Ingram concerning employment of natives until I find out in what connection that's binding on Morrison-Knudsen or what the purpose of the inquiry is.

Trial Examiner: Do you want to state your——

Mr. Latimer (Interrupting): Yes, sir. Ingram

(Testimony of Morris A. Abolins.)

was the job steward representing Local 341 up there. He succeeded Alukas after Alukas had been made foreman. I will withdraw my other question and lay a foundation for it, Mr. Examiner.

Q. (By Mr. Latimer): At the time you were working out there, during the summer of 1956, were there any natives of that locality working on the job?

A. We did not have any natives until the latter part of the summer and then we had two or three.

Q. Do you know where they were from? [79]

A. To the best of my knowledge they were from Pile Bay.

Q. Was Roy Ingram job steward at this time?

A. He was.

Q. Was this after Alukas, the former job steward, had been made foreman? A. Yes.

Q. Did you have a conversation with Ingram about these natives? A. Yes, I did.

Q. Who was present?

A. That I do not recall. As far as I know, just the two of us.

Q. Give us your best recollection of what you said and what Ingram said.

Mr. Morrison: I am going to object, your Honor, on the ground that if this proceeding were singularly against the union, it is against the union and the company and as to us, it is, of course, pure hearsay and I think any testimony showing conspiracy has to involve both of us. I, therefore, ob-

(Testimony of Morris A. Abolins.)

ject to any conversation with Mr. Ingram or any other labor representative.

Trial Examiner: Some evidence might come in with respect to one of the respondents in this proceeding and might not be binding upon the other respondent. So I will have to take it [80] and it might not be binding upon your client, but it might be binding on Mr. Hartlieb's client. You may proceed.

Q. (By Mr. Latimer): Tell us your best recollection of the conversation.

A. Well, as it was, I just asked him if the natives had belonged to a union and he said that they did not but in order to keep working at this site much longer, he said they would have to join the union or else they would be discharged. They would force the company to fire them.

Mr. Latimer: Your witness.

Trial Examiner: Any question, Mr. Morrison?

Mr. Latimer: One more question, please.

Q. (By Mr. Latimer): How long did you remain on the Big Mountain job?

A. Until September the 3rd or 4th.

Q. And then what happened?

A. Then I took a plane to Anchorage and went back to the States.

Q. You resigned at that time? A. Yes.

Q. You voluntarily resigned? A. Yes.

Cross-Examination

Q. (By Mr. Morrison): What was the time of resignation?

(Testimony of Morris A. Abolins.)

A. The 3rd or 4th of September. [81]

Q. Mr. Abolins, did you ever belong to a union in the State of Washington? A. Yes, I did.

Q. What union did you belong to?

A. It was a cannery workers union.

Q. I see. And how long had you belonged to that?

A. For three months, make that five months.

Q. When was that?

A. That was in the summer of '55, 1955.

Q. Did you ever belong to a construction craft union? A. No, this is the first one.

Q. Were you a member of the Cannery Workers Union when you came to Alaska in '56?

A. No, I had gotten a withdrawal from them.

Q. What is the significance of withdrawal? Are you still a member subject to paying dues?

A. Inactive, I guess. I am not a member any more. I just withdrew because, then, when I wanted to join up again I wouldn't have to pay initiation fee. I could just start out by paying the dues.

Q. I see. So that you were an inactive member of the Cannery Workers Union? A. Yes.

Q. Did you advise anyone in connection with Morrison-Knudsen that you were a member of the Cannery Workers Union? [82]

A. Not unless I put it on the application for a job. I don't believe I did, no.

Trial Examiner: Where did you make out the application?

The Witness: At the employment office.

(Testimony of Morris A. Abolins.)

Trial Examiner: In Anchorage?

The Witness: Yes.

Q. (By Mr. Morrison): Mr. Abolins, as I understand, your first contact with Morrison-Knudsen was on June 11, a Monday, 1956?

A. Well, on June 10, we did see someone down there who told us to come back on June 11. But the first actual contact, as far as doing us any good in getting the job, was on the 11th, yes.

Q. On June 11, was that the time you saw the gray haired, heavy set gentleman, whose name you do not know? A. That's correct.

Q. And is it your testimony that this was the gentleman who called Mr. Groothias? A. Yes.

Q. Now, under what circumstances did he call Mr. Groothias? Did he ask you if you wanted them to call the union first? A. No, he did not.

Q. Did he discuss it with you at all?

A. He did not discuss it. He said to this effect, that in order to work up there we would have to join the union. [83]

Q. You say to that effect. Do you recall what he said?

A. I don't recall the exact words. It has been a year and three months now, but if he did not say those exact words, the intimation was unmistakable.

Trial Examiner: It was the sum and substance of what he said?

The Witness: Yes.

Q. (By Mr. Morrison): Did you at that time

(Testimony of Morris A. Abolins.)

advise them that you did not want to join the union?

A. No, I did not. I had no idea as to whether we had any choice.

Q. Did you inquire as to whether you had a choice?

A. No, I immediately assumed that we had to join the union to work up there.

Q. Did you at any time thereafter object to having to join the union or object to joining the union?

A. No, the only thing—actually, I did not, no.

Q. Had you ever done construction work before?

A. No.

Q. What type of duties were you assigned?

A. The regular laborer's duties, unloading barges, planes, digging ditches and cleaning up the camp.

Q. Digging ditches and unloading barges, you say?

A. Yes.

Q. And at what location were you? [84]

A. Site No. 2, Big Mountain. It's on Lake Iliamna.

Q. How big is Lake Iliamna?

A. Oh, 90 by 30 miles, roughly.

Q. Did you work at all spots or just this one spot on site No. 2?

A. At one time, for a brief period of roughly two or three days, we did go over to a place they had established at Iliamna Bay. That's 15 miles

(Testimony of Morris A. Abolins.)

on the portage road from Pile Bay which is at the end of Lake Iliamna.

Q. That was two or three days? A. Yes.

Q. Then you also worked at the principal location of site 2 the rest of the time? A. Yes.

Q. Were there any other areas of activity to your knowledge in connection with site 2 and in the Lake Iliamna area at that time?

A. The only thing that we ever did, went anywhere else was, we used to go and pick up some loads of oil at a place called Igiugig.

Q. What was the installation there?

A. It was no installation. It is a place where they dumped off oil from another barge and we loaded it on our barge.

Q. Were there any buildings there?

A. Nothing in connection with the company. I believe they [85] had a civil air patrol or something out there.

Q. The CAA station? A. Yes.

Q. And it was a staging area or a location for supplies? A. Yes.

Q. Did you see these supplies being unloaded?

A. Not unloaded, no.

Q. Did you go out to Igiugig with any frequency? A. No.

Q. Did someone else go out there from site 2 insofar as you know? A. Frequently?

Q. Yes.

A. No, we only went out there about two or

(Testimony of Morris A. Abolins.)

three times, then we started getting our oil by other means.

Q. What other means?

A. I believe they brought in a large tanker. I really don't recall, but previous to that they had brought in a tanker barge which had oil in it. Rather than us going over and picking up drums, they brought the whole barge in.

Q. Where was the barge brought from?

A. Evidently by a river, up to Lake Iliamna from the ocean.

Q. Were you familiar with all of the operations going on in or around site 2 during the first two months of the time you were there, that is, June and July? [86]

A. What do you mean familiar?

Q. Well, did you know what was going on?

A. Substantially, yes.

Q. You mentioned this Iliamna Bay. You went up there once. What was your purpose for going there?

A. They had some supplies coming in up from Cooks Inlet up to Iliamna Bay and they would portage them across, tractors and other things, to Lake Iliamna from where they would have other barges take them to the site.

Q. When were you there?

A. Within the first three weeks of my stay at the site.

Q. In other words, from June 10 to sometime around July 1st?

A. Yes.

(Testimony of Morris A. Abolins.)

Q. Now, that, you say, involved a portage from what you might call the water available from the outside across land to Lake Iliamna?

A. Exactly.

Q. How long was that used, if you know?

A. The portage road?

Q. Yes.

A. As far as I know, they were still using it when I left. I don't know.

Q. Were they using it when you got there?

A. The road was there when I got there, so I presume they did use it. [97]

Q. So that was an area of operation in connection with site 2 in which you were only present on two or three days and yet was in continuous operation as far as you know through the summer?

A. Yes.

Q. So you are not in a position to know who was hired where on Lake Iliamna except as to site 2, is that correct, where you actually worked?

A. To have firsthand knowledge, that is.

Q. You don't want us or the examiner to understand that you were fully familiar with where everyone was employed at site 2? A. No.

Q. So your testimony is what you observed at site 2? A. Yes.

Q. Your testimony was that there were no natives employed directly at site 2 until early August, was it? A. Yes.

Mr. Morrison: I have no further questions.

(Testimony of Morris A. Abolins.)

Cross-Examination

Q. (By Mr. Hartlieb): Mr. Abolins, did you pay your own transportation to Alaska?

A. Yes, I did.

Q. I don't remember if Mr. Latimer asked you this question. I don't remember your answer to it. Who did you talk to down [88] in the State of Washington about coming to Alaska?

Trial Examiner: A Mr. Wyley, who gets jobs for athletes, from the University of Washington.

Q. (By Mr. Hartlieb): Is he a Morrison-Knudsen official?

A. No, a University of Washington official.

Q. You didn't talk to any Morrison-Knudsen official prior to coming to Alaska? A. No.

Q. Now, you said you got here on June the 10th, which was a Sunday. You attempted to contact the Morrison-Knudsen offices but it was on Monday before you actually got to talk to someone, isn't that true? A. Yes.

Q. And that subsequently Mr. Groothias came up to the Morrison-Knudsen offices, was that your testimony? A. Yes.

Q. When Mr. Groothias came up to the offices of Morrison-Knudsen, who was present when he walked up to the group?

A. The gentleman we had been talking to previously.

Q. Whose name you do not know? A. Yes.

Q. And your three fellow college students?

A. Yes.

(Testimony of Morris A. Abolins.)

Q. Who opened up the conversation, sir?

A. You mean—— [89]

Q. (Interrupting): Between yourselves and Mr. Groothias.

A. That I do not recall. I believe we were introduced.

Trial Examiner: By whom?

The Witness: By the gentleman whose name I don't know.

Q. (By Mr. Hartlieb): You can't recall who started talking? A. No, I can't.

Q. Do you know who first started to talk about the union? A. You mean with Mr.——

Q. (Interrupting): I am talking about the conversation held in Morrison-Knudsen's office when Mr. Groothias was present.

A. No, I don't recall that.

Q. Was it at that time that he gave you application blanks, sir?

A. No, he took us into a vacant office which I mentioned before and there we signed the application blanks.

Q. Did he say anything to you at that time about having to join the union before you could go to work?

A. I cannot honestly say if he said those exact words, because all along I immediately assumed that we had to join the union.

Q. You assumed that, sir. I understand that, but I want to know if he made any sort of a statement.

(Testimony of Morris A. Abolins.)

A. Not that I recall that he said it, no.

Q. So you filled out the dispatch slip—

A. (Interrupting): Not the dispatch slip, no.

Q. The application? A. Yes.

Q. Did anyone pay Mr. Groothias any money at that time? A. I don't believe so.

Q. When did you, Mr. Abolins, agree to pay your dues in addition to your initiation fees?

A. I agreed to do that after talking it over with Mr. Alukas at the site. At the time, I had hoped that I would be working up here again this year and he convinced me that the dues for the winter months were negligible in comparison to the reinstatement dues if I were to just quit paying dues all at once and I could see that his reasoning had some merit, so I paid it.

Q. He didn't tell you that you had to pay those dues, though? A. Of course not.

Q. Nobody told you that? A. No.

Q. Now, you state that in a conversation held with Roy Ingram it was at the time Mr. Ingram was the job steward. How do you know that?

A. Because Mr. Alukas, for one, said that he was appointing him, designating him, appointing him as his successor as a job steward.

Q. You state that in your conversation with Mr. Ingram that you asked him if the natives belonged to the union? [91] A. Yes.

Q. What prompted that question? What was the background for that question?

A. Idle curiosity.

(Testimony of Morris A. Abolins.)

Q. Did they, in fact, belong to the union, do you know?

A. According to Mr. Ingram and anyone else that I happened to talk to, they did not.

Q. They did not? A. No.

Q. You don't like unions, do you, Mr. Abolins?

Mr. Latimer: I object to that. It is immaterial.

Trial Examiner: Overruled. You may answer.

The Witness: I don't like unions?

Q. (By Mr. Hartlieb): You don't—

A. (Interrupting): Why not?

Q. That's what I am asking you, sir.

A. Sure I do.

Q. You like the unions?

A. Yes, they have their place.

Mr. Hartlieb: I have no further questions.

Trial Examiner: Mr. Latimer, any questions?

Mr. Latimer: Yes.

Trial Examiner: All right, you will have your opportunity.

Redirect Examination

Q. (By Mr. Latimer): I believe you said that natives were [92] employed until early August. Did you mean on Big Mountain or by the company?

A. I mean just on the site where I was, just at Big Mountain. This doesn't include the whole of Iliamna Lake area.

Q. I believe you said you helped unload some barges? A. Yes.

Q. Where was that?

(Testimony of Morris A. Abolins.)

A. Well, we unloaded barges both at Iliamna Bay and at the site.

Q. Did you notice whether or not there were any natives working around at that time?

A. They used some natives part time at Iliamna Bay and they finally put one fellow on. They put him on full time, as I understand it.

Q. Do you know what his name was?

A. Gus somebody. I really don't know. I can't be sure of that.

Q. Well, did you know a native out there by the name of Anelon?

A. No, I didn't know any of the natives personally.

Q. You don't remember the names? A. No.

Q. So you don't know how many natives may have been employed as casual laborers just to work a day or two? A. No.

Mr. Morrison: That is a very grossly leading question. [93] If he wants to find out about what natives were employed, let's ask the company people, their personnel. This man is a fellow from the states and working out there for the summer.

Trial Examiner: I will sustain the objection.

Mr. Latimer: Mr. Examiner, may I be heard, please? Counsel brought out the fact——

Trial Examiner (Interrupting): I know what counsel brought out. Your question is bad.

Q. (By Mr. Latimer): I will ask you this, Mr. Abolins. As I recall your testimony from Mr. Morrison, you testified that no natives were employed

(Testimony of Morris A. Abolins.)

until early August. Do you want to explain what you meant by that?

A. I meant that there were no natives on the site proper where I was working most of the summer, until early August.

Q. But there were natives—were the other natives employed for casual work—

A. (Interrupting): Yes.

Mr. Morrison: What is this casual work?

Trial Examiner: He said one a day work, a day or two. Go ahead.

The Witness: Part time.

Q. (By Mr. Latimer): I believe you said no one at the site told you you had to pay dues to the union, is that correct?

A. Nobody told me I had to pay dues for the whole year. I believe one of the other gentlemen asked me that. [94]

Q. But I think you testified earlier that Mr. Groothias told you if you didn't pay them he would be around to see you? A. Yes.

Trial Examiner: Any questions?

Mr. Morrison: I have a couple of areas I would like to cover.

Recross-Examination

Q. (By Mr. Morrison): Mr. Abolins, you state that your job was obtained through Mr. Wyley at the University of Washington?

A. Yes, that's right.

Q. What did he tell you about the job?

A. Well, he said that usually, that they had

(Testimony of Morris A. Abolins.)

had previous dealing with them and that the fellows who went up made quite a bit of money.

Q. What did he say to you about the availability of the job, if anything?

A. He said that we had jobs.

Q. That you did have jobs? A. Yes.

Q. That he had a commitment that the jobs would be available for you as an individual?

A. That was my understanding, yes.

Q. And so when you left Seattle you knew you had a job? A. Yes.

Q. Did you have any direct correspondence with the company other than through Mr. Wyley? [96]

A. No.

Q. Before you left Seattle?

A. No, I didn't.

Q. And when you checked in at Morrison-Knudsen, then, up here, you knew you had a job?

A. Yes.

Q. And was there any time in which there was any doubt in your own mind as to whether you did or did not have a job?

A. No, not that I recall, no.

Mr. Morrison: I have no further questions.

Recross-Examination

Q. (By Mr. Hartlieb): You have talked to Mr. Latimer about this case prior to this hearing, haven't you? A. Yes, sir.

Q. Were you ever told that you were going to receive any remuneration other than your witness fees as a possible outcome of this hearing?

(Testimony of Morris A. Abolins.)

Trial Examiner: You know the United States Government is not going to bribe a witness.

Mr. Hartlieb: That isn't bribery, Mr. Hearing Officer. I think whatever the results of the hearing, we're entitled to bring out.

Mr. Latimer: I object to the question.

Trial Examiner: Have you any ground for asking a question like that? [96]

Mr. Hartlieb: I think it goes to the credibility of the witness if he has a personal interest in it.

Trial Examiner: Could you think the U. S. Government is going to bribe a witness? I am asking you that question.

Mr. Hartlieb: No, sir, your Honor, I am not saying that.

Trial Examiner: Yes, you are, you are intimating it.

Mr. Morrison: I think counsel means there is an award rising in the due course of the decision. I don't think he has any reference to bribery.

Trial Examiner: Who is going to pay him, the United States Government?

Mr. Morrison: I think there is a possibility that——

Trial Examiner (Interrupting): Go on, ask another question.

Mr. Hartlieb: I have no further questions.

Mr. Latimer: No further questions.

Trial Examiner: You are excused.

(Witness excused.)

Mr. Latimer: May we take a short recess, sir?

Trial Examiner: All right. We will take a short recess.

(Short recess.) [97]

Trial Examiner: On the record.

Call your next witness.

Mr. Latimer: Mr. Crowe, will you come around please?

RONALD S. CROWE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Ronald Crowe.

Trial Examiner: Mr. Crowe, where do you live?

The Witness: Puyallup, Washington.

Direct Examination

Q. (By Mr. Latimer): Mr. Crowe, did you work for the Morrison-Knudsen Construction Company during the summer of 1956?

A. Yes.

Q. When did you first come to Anchorage?

A. June 10, 1956.

Q. Was there anyone else with you?

A. Abolins, Garnes, and Bleeck.

Q. They were the three other university students that came up?

A. I just got out of high school; I wasn't a university student yet.

Q. What did you do when you first got to Anchorage?

A. We went down to the M-K office just in

(Testimony of Ronald S. Crowe.)

hopes that someone would be there. We didn't know exactly where we were going to in Anchorage. [98] There was a man who helped us and told us of a good motel to go to.

Q. You mean the man at the M-K office told you to come back Monday? A. Yes.

Q. Do you remember the date that you appeared there? A. June 10.

Q. 1956? A. Yes, sir.

Q. Did you go back to the M-K office on June 11, the next day? A. Yes.

Q. Who did you see at that time?

A. I believe the name is Haugen. He is a stocky, gray-haired guy; and I wouldn't swear that that was his name; but as I recall, I think that was the name.

Q. Did you have a conversation with him?

A. Yes.

Q. Who was present at that time?

A. Abolins, Garnes, and Bleeck.

Q. And about what time of day was this?

A. We got up there early. It may have been a quarter to nine.

Q. Give me your best recollection of everything Mr. Haugen said to you and everything that you, Bleeck, Abolins or Garnes said to him. [99]

A. He told us that he had been expecting us.

Q. Who is "he"?

A. Mr. Haugen. I am not positive of that, though.

Q. The man you talked to?

(Testimony of Ronald S. Crowe.)

A. The man we talked to, he said he had expected us, that we had jobs, that there were a couple of steps to go through and we would be sent out immediately. First, we would have to see the union, then to the M.K. employment office for dispatch.

Q. What happened after that?

A. He called Mr. Groothuis, and he came down to the M.K. office, and Mr. Groothuis said—

Q. (Interrupting) Who is Mr. Groothuis?

A. The business agent for Local Union 341.

Q. Do you see him in the hall at the present time? A. Yes.

Q. Would you stand up, Mr. Groothuis?

Is that the gentleman you are referring to?

A. Yes.

Q. What happened then?

A. Mr. Groothuis and the four of us went back to this vacant M.K. office, I believe that was where he had the cards; and we were to fill them out. We didn't fill them out. He filled them out for us, and he explained to us the union's side of our working and how the dues were and all that. He also said [100] there would be this very big exception, or that he not very often went down to the M.K. office to do his talking; as a rule, the men that wanted to join the union came to the union hall. I was also under the assumption that I would have to join the union. I never realized anything different.

Q. Will you look at General Counsel's exhibit No. 6 and examine that? Does that look like the sort

(Testimony of Ronald S. Crowe.)

of application you filled out for Mr. Groothuis at that time? A. Yes, it does.

Q. After you filled out your application for membership in the union, what happened? Did you pay your dues at that time?

A. No, we didn't have the money at the time; and we asked if we could pay it perhaps a little later, because we just didn't have the money; and so he said, he wasn't really hot for it, but he said that would be all right.

Q. Did he say what would happen to you if you didn't pay?

A. As I recall, this was about fifteen months ago, or something, one of the guys said, kind of in a joking way, "what if we don't pay"; and I think Mr. Groothuis said, "Well, then, I will be out after you."

Q. After you finished your conference with Mr. Groothuis, what did you do?

A. We went to the, he drove us to the M.K. employment office where nothing much happened, as I recall. I just told Mr. Wargny that—— [101]

Q. (Interrupting) Who did you see there?

A. Mr. Wargny. And we told him that we were kind of anxious to get out; and so he said he had to figure out where we would be sent. And he called us. He had everything ready, told us where we were going to be sent.

Q. Where were you sent?

A. Cape Romanzoff.

(Testimony of Ronald S. Crowe.)

Q. Did the union supply you with a dispatch slip?

A. No, I believe one of Mr. Wargny's assistants drove us to the union to pick up our dispatch slips.

Q. When was this?

A. After Mr. Wargny had called us to come back to the employment office so he could tell us where we were going and give us our buttons.

Q. Who did you see at the union hall?

A. I don't remember, someone that had a dispatch slip.

Q. Did you receive a dispatch slip?

A. Yes.

Q. Can you describe it?

A. It was a small card like, it was a small paper that told us——

Q. (Interrupting) How many copies did you get?

A. Two.

Q. Both the same color?

A. One was yellow and one was white. [102]

Q. Were you told to do anything with those slips?

A. I was to give one to the site superintendent as I got off the plane so they would be correct in who they were sending out.

Q. I show you what has been marked for identification as General Counsel's Exhibit No. 2, and ask if you can tell me what that is.

A. That's the dispatch slip.

Q. That's a photostatic copy of the dispatch slip you received from the union on June 11, 1956?

(Testimony of Ronald S. Crowe.)

A. Yes.

Mr. Latimer: I offer it in evidence, Mr. Examiner.

Trial Examiner: Any objection? .

Mr. Morrison: No objection.

Mr. Hartlieb: No objection.

Trial Examiner: There being no objection, the paper will be received in evidence; and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 2.

(The document heretofore marked General Counsel's Exhibit No. 2 for identification was received in evidence.)

Q. (By Mr. Latimer): Did Mr. Groothuis tell you how much the union fees would be?

A. Yes, he made it very clear. \$50.00 for the initiation fee, \$6.00 for the summer months. [103]

Q. And where did you report to duty, what site?

A. Site 5, Cape Romanzoff.

Q. Who did you see when you got to site 5?

A. The first person we saw was the site superintendent, Rowan Robinson, and he immediately sent me to the labor foreman, who was Lowney. However, they didn't exactly need laborers at that time, so they sent me to wash dishes. The first three weeks I was a cook's helper. But I was receiving laborer's wages, which was three forty-eight; and the head cook, who was my immediate supervisor, was receiving two forty, and it was a little unpleasant .

(Testimony of Ronald S. Crowe.)

Q. What did you do with your yellow dispatch slip?

A. I gave that to the superintendent.

Q. Superintendent?

A. I believe, the dispatch to Romanzoff.

Q. You turned your white slip in to the employment office, did you not?

A. One of them went to the employment office, I don't remember which color went where, but one went to the site superintendent, as I recall.

Q. Did anyone from Local 341 contact you out at the job site?

A. Because I was washing dishes, the shop steward was Don Kent, he didn't realize immediately that I was a laborer, and it wasn't until about a week later that someone told him I [104] was, and he asked me if I was a laborer, and I said yes. He wanted all the questions about dues, and I told him I would be sure and pay him and all that. He told me I should get paid up, and that stuff, so I did.

Q. Did you later pay your initiation fees and dues? A. Yes.

Q. Do you remember when that was?

A. Around the 16th, 15th of June.

Q. How did you pay it? A. By check.

Mr. Latimer: Will you mark this, please?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 9-a & 9-b for identification.)

Q. (By Mr. Latimer): I show you what has

(Testimony of Ronald S. Crowe.)

been marked for identification as General Counsel's Exhibit No. 9, 9-a, and ask if you can identify that.

A. Yes.

Q. What is that?

A. That's the check I wrote to the union to pay for the initiation and first three months.

Q. I show you General Counsel's Exhibit No. 9-b, and ask if you can identify that.

A. That was the check I wrote after I had come home. I wanted to work next year, and that was to cover the winter [105] dues.

Q. So you paid one check of \$68.00 and one of \$30.00.

Mr. Latimer: I offer them in evidence, Mr. Examiner. I do not have a duplicate. If it is necessary, I will have them photostated.

Trial Examiner: Any objection?

Mr. Morrison: No objection.

Mr. Hartlieb: No objection.

Trial Examiner: There being no objection, the papers will be received in evidence; and I will ask the reporter to kindly mark them General Counsel's Exhibits 9-a and 9-b, respectively.

Do you want these checks back?

The Witness: No. You can give them back to me, I don't care.

Mr. Latimer: May I suggest, Mr. Examiner, I read them into the record and give them back to him?

The Witness: It doesn't matter to me one bit, I don't think.

(Testimony of Ronald S. Crowe.)

Trial Examiner: If he doesn't want them back, you will have to get duplicates.

(The documents heretofore marked General Counsel's Exhibits Nos. 9-a and 9-b for identification were received in evidence.)

Mr. Latimer: You may inquire.

Trial Examiner: Mr. Morrison.

Cross Examination [106]

Q. (By Mr. Morrison): Mr. Crowe, you received your job commitment through Mr. Wyley at the University of Washington? **A.** Yes.

Q. How did you happen to be in contact with Mr. Wyley?

A. The first person I came in contact with regarding a job was Mr. Dye, the basketball coach, asked me one day, they took me out, up to the university and the coach asked me how I would like to work in Alaska. I said I would, and he said he was very confident that he could get me a job, he and Mr. Wyley, they worked together, and he did all the arranging for us, and we went up.

Q. How did Mr. Dye happen to take this interest in you?

A. I got a basketball scholarship at the University, I still do. They do stuff like that.

Q. In other words, it was part of the consideration of getting you to select the University of Washington as the school that you were going to and accept their basketball scholarship. You were appar-

(Testimony of Ronald S. Crowe.)

ently a good ball player in high school and you got letters. A. Yes.

Q. And you expect—

Trial Examiner (interrupting): Let's not go into that.

Mr. Morrison: I think it is material.

Trial Examiner: What has that got to do with the issues?

Mr. Morrison: To their statement that they thought they [107] had to join the union.

Q. (By Mr. Morrison): Now, when you left Washington to come to Anchorage, I believe you stated that you knew you had a job.

A. Yes, sir.

Q. And when you checked in and saw a person whom you believe to be Mr. Haugen, you were then advised that you had a job? A. Yes.

Q. Mr. Haugen advised you that you would have to be dispatched from the M.K. office, and that you would have to check with the union?

A. That's right.

Q. Did he advise you that you had to join the union?

A. Mr. Haugen, he said that that would be part of the steps in getting out right away, to see the union.

Q. To see the union is what he said?

A. I don't know what he said exactly. He said one of the first steps would be to go through the union and then through the dispatch.

(Testimony of Ronald S. Crowe.)

Q. Did Mr. Haugen say that if you did not join the union you would not have your job?

A. He didn't say that. I was——

Q. (Interrupting) Did anyone of M.K. say that to you? A. No, it was never asked.

Q. And you never asked whether you had to join the union or [108] not?

A. No, I just wanted to get out to the job. I was very pleased with everything.

Q. So that all that happened was that the union representative came down and talked to you?

A. Yes.

Q. And it was through his conversation with you that you signed up your application, made all your arrangements? A. Yes.

Mr. Morrison: I have no further questions.

Trial Examiner: Mr. Hartlieb?

Mr. Hartlieb: I have no questions.

Mr. Latimer: Redirect.

Redirect Examination

Q. (By Mr. Latimer): You were given to understand that you had to join the union in order to work up there?

Mr. Morrison: I object. He is leading.

Trial Examiner: I will sustain the objection.

Mr. Latimer: I will withdraw the question.

The Witness: I figured the reason we were going to get this three forty an hour was because the union had set up those standards. I had no objection to

(Testimony of Ronald S. Crowe.)

joining, I never questioned that I had to, or anything like that.

Mr. Latimer: That's all.

Trial Examiner: Any questions? [109]

Mr. Morrison: I have no further questions.

(Witness excused.)

Mr. Latimer: I will call Mr. Garnes.

JOEL I. GARNES

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Joel I. Garnes.

Trial Examiner: Where do you live, sir?

The Witness: 315 Ninth Avenue South, Yakima, Washington.

Direct Examination

Q. (By Mr. Latimer): Were you one of the students that came up here in 1956 to work for Morrison-Knudsen Company?

A. Yes, I was.

Q. You have heard the testimony of Mr. Crowe and Mr. Abolins as to how their jobs were secured. Was your job secured substantially the same way?

A. Yes, it was.

Q. What did you do when you first got into Anchorage?

A. We tried to call the M.K. office, but we

(Testimony of Joel I. Garnes.)

couldn't get an answer. Then we met this guy, and he took us out to the office, and we then saw an agent out there, and he said there was nobody there and he didn't know how to get in touch with them, and we should come back the next morning about 8 o'clock.

Q. Do you remember what day this was on?

A. The tenth of June, 1956.

Q. So you came back the following morning, which was Monday, June 11, to the M.K. office?

A. Yes.

Q. Who did you see at that time?

A. I think it was Mr. Haugen.

Q. Do you see Mr. Haugen in the room here now?

A. No, I don't.

Q. Would you recognize him if you saw him?

A. I don't think so, I didn't look at him very good.

Q. Did you have a conversation with him?

A. He talked to us a little bit about school and everything, and then he said that we would have to join the union before we could work, and he would call Mr. Groothuis to come over.

Q. Were you present when he called Mr. Groothuis?

A. No, we were in the outer office.

Q. What happened after that?

A. We went across the yard to another office.

Q. Who took you to the other office?

A. Mr. Haugen after he called Mr. Groothuis. He asked any of us if we were road men. Since none

(Testimony of Joel I. Garnes.)

of us knew what it was, we said no. And so we stood around for a little while, and Mr. Groothuis came and talked to Mr. Haugen for a few minutes, and then we found an empty desk and started filling out the form for the union. [111]

Q. Would you recognize Mr. Groothuis if you saw him again? A. Yes.

Q. Could you point him out in the hall here?

A. He is in the plaid shirt back there.

Q. When you said you went back to an unoccupied office, what happened back there?

A. We just filled the papers out and he explained to us about the dues and initiation fee. And after I filled my paper out, I told him I didn't have enough money, and he said well, that you could ask them at the site to split your check, and you could send it to the union office. But as it turned out, they wouldn't split the check for me at the office, so I had my parents send him a check.

Q. You said you were filling out papers. I show you General Counsel's Exhibit No. 6 and ask if you can identify that.

A. Yes, this is the blank we filled out, or he filled out for us, when we joined the union.

Q. Did you sign a blank similar to that?

A. Yes.

Q. Did Mr. Groothuis tell you what the dues would be?

A. \$50.00 for the initiation fee, \$6.00 a month for the construction season, and I think he said \$2.00 for non-construction season.

(Testimony of Joel I. Garnes.)

Q. When Mr. Groothuis first appeared at the office, do you remember what he did at that time after Mr. Haugen had called [112] him?

A. No, I don't.

Q. Did he talk to you immediately, or did he talk to somebody else?

A. He talked to Mr. Haugen first.

Q. Before he talked to you? A. Yes.

Q. After you filled out your application for the union, what did you do?

A. Well, Mr. Groothuis consented to take us over to this other office, personnel office, that was way back to town, so he took us over there.

Q. Who did you see over there?

A. We went to a quonset hut that was outside the personnel office and we filled out some applications for work. Then we waited around. Mr. Wargny came out and talked to us for a few minutes, and then he said to go back to the motel and he would call us when he wanted to see us.

Q. I show you General Counsel's Exhibit 4, and ask you to look at that. Tell me whether or not that looks like the application, type of application, you filled out at the personnel office.

A. Yes, it does.

Q. Then you went back to the motel after you had talked to Mr. Wargny? [113] A. Yes.

Q. What happened next?

A. He said he would call us about 3 o'clock in the afternoon, and he called us and told us to come back, that they knew where we were going to go.

(Testimony of Joel I. Garnes.)

When we got back there, we got to talking, I forget who it was, and they said we would have to go down to the union to get our dispatch slips, and one of Mr. Wargny's assistants took us down to the union hall, and Mr. Groothuis gave us our dispatch slips.

Q. What did you do with your dispatch slips?

A. I gave the white one to the personnel office and the yellow one I was supposed to give to the shop steward on the job, but there wasn't one, so I just kept the yellow one.

Mr. Latimer: Mr. Reporter, will you mark this as General Counsel's Exhibit No. 10, please?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 10 for identification.)

Q. (By Mr. Latimer): I show you what has been marked for identification as General Counsel's Exhibit 10, and ask if you can identify that.

A. That is a copy of the dispatch slip.

Q. And the yellow copy is the copy that was given to you?

A. This yellow copy is the one that was given to me by Mr. Groothuis. [114]

Mr. Latimer: I offer them in evidence.

Trial Examiner: Any objection?

Mr. Morrison: No objection, Mr. Examiner.

Trial Examiner: There being no objections, the paper is received in evidence; and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 10.

(Testimony of Joel I. Garnes.)

(The document heretofore marked General Counsel's Exhibit No. 10 for identification was received in evidence.)

Q. (By Mr. Latimer): Now, what site were you dispatched to by the employment office?

A. Site 4, Cape Newenham.

Q. What did you do after you got up there?

A. Well, we got there, it was early in the morning, so they just assigned us beds and told us to report to the site clerk the next morning.

Q. Was it after you reported to the site that you took up with the site clerk about splitting your check so that you could pay your union dues and fees?

A. Yes, it was.

Q. Do you remember who you talked to up there?

A. It was a Mr. Potter.

Q. Who was Mr. Potter?

A. Mr. Potter was the site clerk at the time.

Q. And he told you you couldn't split your check up?

A. He said it wasn't a standard practice and he couldn't [115] make any exceptions because everybody would want it.

Q. Did you ever pay your initiation dues and fees?

A. My folks sent it up to Mr. Groothuis by check.

Q. Did you ever receive a book or receipt for it?

A. I never received a receipt or anything while

(Testimony of Joel I. Garnes.)

I was up here. About two months after I got back to school I wrote Mr. Groothuis for a letter and asked him for a union book, and they finally sent it down to me.

Q. Do you have it with you?

A. No, I don't.

Q. Was there a job steward on site 4 when you reported up there?

A. There wasn't for about a month afterwards. Mr. Groothuis came to visit the site one day and he appointed Otto Smith as shop steward.

Q. How long did you stay on site 4?

A. About ten weeks.

Q. Then what happened?

A. Then I left. I was going back to school.

Mr. Latimer: Your witness.

Cross Examination

Q. (By Mr. Morrison): Mr. Garnes, you are also a basketball player? A. No, football.

Q. Who arranged for your job? [116]

A. Mr. Wyley.

Q. Anyone else? A. No, just Mr. Wyley.

Q. Mr. Wyley was the only one at the University that said anything about it?

A. We asked the coaches and they also referred us to Mr. Wyley.

Q. Mr. Wyley advised you you had a job commitment with Morrison-Knudsen in Anchorage?

(Testimony of Joel I. Garnes.)

A. He said there was a lot of work in Alaska, to come back the next day and he would tell me about it.

Q. When you left Seattle to come to Anchorage, you had a job commitment? A. Yes, I did.

Q. Was there ever any question in your mind as to having that job?

A. Never any question.

Q. Mr. Crowe mentioned that he did not recall anyone telling them they had to join the union, that Mr. Haugen advised that he check with the union. Does your recollection differ from Mr. Crowe's?

A. I am quite sure Mr. Haugen said we had to join the union before we could go to work.

Q. Did you question that?

A. No, I didn't. [117]

Q. Did anyone else ever tell you that there was any condition other than Mr. Haugen, about your going to work? A. No.

Q. Did you have any direct contact with Morrison-Knudsen before you arrived here on June 10?

A. No.

Q. Had Mr. Wyley mentioned anything about joining a union? A. I can't remember.

Q. Did you ask Mr. Haugen if you had to join a union?

A. No, he just told us we had to.

Q. What did he say?

(Testimony of Joel I. Garnes.)

A. He said we had to join the union before we could go to work.

Q. Are you sure he didn't say that you ought to check with the union?

A. No, he didn't say anything like that.

Q. Did he ask you if you wanted to join the union?

A. No, he didn't ask us if we wanted to.

Q. Did you ask Mr. Groothuis whether you had to join the union? A. No, I didn't.

Q. You had signed the application blank before you saw Mr. Wargny, is that correct? You first saw Mr. Haugen, and then you saw Mr. Groothuis at the same office as you saw Mr. Haugen?

A. It was in the same place, yes. [118]

Q. And then it was after you signed the application blank and made your arrangements with Mr. Groothuis that you saw Mr. Wargny. Is that correct? A. Yes.

Q. When you advised Mr. Wargny that you had been cleared by the union, did you then have your dispatch slip?

A. No, Mr. Wargny sent us down to get our dispatch slips.

Q. Did you advise Mr. Wargny that you had already made your arrangements with Mr. Groothuis? A. No, we didn't.

Mr. Morrison: I have no further questions.

(Testimony of Joel I. Garnes.)

Cross Examination

Q. (By Mr. Hartlieb): Did Mr. Wargny ask you if you had made your arrangements with Mr. Groothuis? A. I don't think so.

Q. When Mr. Groothuis came to M.K.'s office on June 11, at the time you have testified to here before, do you remember who opened up the conversation after you were introduced?

A. No, I don't.

Q. Do you remember who first started to talk about the union?

A. I think one of the boys asked him about the dues and fees.

Q. That was how the union was brought up. Is that your testimony? A. Yes.

Q. Did Mr. Groothuis tell you that you had to join the union [119] before you could go to work?

A. No.

Mr. Hartlieb: I have no further questions.

Mr. Latimer: No further questions.

Mr. Morrison: No questions.

Trial Examiner: You are excused, sir; and thank you very kindly.

(Witness excused.)

Mr. Latimer: I will call Mr. Brady.

Trial Examiner: Will you step forward, sir, and be sworn?

SEAN BRADY

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Sean Brady.

Trial Examiner: And where do you live, sir?

The Witness: 1238 Fifteenth Avenue, Anchorage.

Trial Examiner: You may be seated, sir.

Mr. Latimer, you may proceed with the examination of Mr. Brady, who has been duly sworn.

Direct Examination

Q. (By Mr. Latimer): Did you ever work for Morrison-Knudsen Company? A. Yes, I did.

Q. When did you start working for them? [120]

A. July 11-February 27, 1952, originally.

Q. Did you ever work for them in Anchorage?

A. Yes, sir, I did.

Q. When were you with them in Anchorage?

A. July 11, 1955, to June 25, 1956.

Q. What was your job in Anchorage?

A. I was in two departments. My original assignment was in the transportation department, and I later joined the personnel department.

Q. When did you go into personnel?

A. I think it was September of 1955. Late August or early September.

Trial Examiner: You mean that's your best recollection at the present time?

The Witness: Yes, sir, that's accurate within a month, I believe.

(Testimony of Sean Brady.)

Q. (By Mr. Latimer): What was your job in the personnel office at that time?

A. Assistant to the personnel manager.

Q. Who was the personnel manager at that time?

A. There were two of them. The personnel manager was John Chandler at the time I joined; and then I was acting personnel manager for a couple of months; and Mr. Wargny joined us in March, '56, I believe.

Q. Did you take your personnel training in your office here [121] under Mr. John Chandler, did he train you in the company policy?

A. In this particular phase for the contract he did, yes, sir.

Q. As assistant personnel manager under Mr. Chandler, what were your duties?

A. My duties were mainly to assist him during the heavy season in recruiting, reviewing applications, interviewing personnel, and assisting in general clerical duties in the department.

Q. Now, did you have anything to do with procuring personnel for the White Alice Project, particularly site 2 of the White Alice Project?

A. Yes, I did.

Q. Can you give us your best recollection of how laborers were recruited and processed in the personnel office during the spring and summer of 1956?

A. The call for help usually came in by our M.K. radio network and the message was relayed to the personnel department to fill whatever vacancies were needed, truck drivers, laborers, oilers, and

(Testimony of Sean Brady.)

what have you. The messages usually stated, need four laborers and two heavy duty mechanics by such and such a date. At that point we would call the particular craft involved and request the number of personnel and advise the union as to the time that they were required on the job site. [122] The men were later dispatched to us where they were processed in the department——

Q. (Interrupting) Who dispatched them to you?

A. The union. Then they were processed in our department. Transportation was arranged and they were dispatched to the site.

Q. Well, now, let's take a hypothetical case. Suppose you got a radio from the superintendent at site No. 2 requesting ten laborers and he would name five individuals whom he wanted, five out of ten, what would you do in a case like that?

Mr. Morrison: I object unless there is some case where that actually occurred.

Trial Examiner: Mr. Wargny did say it occurred.

Mr. Latimer: I will withdraw the question.

Q. (By Mr. Latimer): Did there come a time when you were ever requested to furnish common laborers by name for the job site?

A. Yes, sir. This happened frequently, I believe; but it was an understandable thing. We had some of our top people up here, and as they took these new assignments under contract 1787, they desired to have certain hand-picked men. It was understandable.

(Testimony of Sean Brady.)

Q. Now, let's assume that——

Trial Examiner (interrupting): Don't ask him assumptions. Ask him if things happened. [123]

Q. (By Mr. Latimer): If the site superintendent at site No. 2 sent a radio dispatch and asked for ten laborers and five named laborers, what would you do about it?

A. If they specifically asked for five laborers by name, we would make every effort to obtain them.

Q. How would you obtain them?

A. We would refer the request to the pertinent union involved and ask that five laborers be dispatched plus five John Does, or specifically the names.

Q. Let's be more specific. Laborers, you would call Local 341, would you not?

A. That's right.

Q. And ask for these five named laborers.

A. That's right.

Q. Did they always furnish these named laborers for you? A. If they were available.

Q. What if they weren't available?

A. We would take substitutes.

Q. Do you recall any instances when Local 341 refused a named request?

A. It was when a man had had a previous bad record and we expected, the business agent here in Anchorage worked with us and advised us where we had a named request and the man was likely to cause trouble at the station, had a past history of heavy drinking, and we expected the business

(Testimony of Sean Brady.)

agents to tell us, [124] and we usually took their recommendations.

Q. Do you recall any occasions when Local 341 refused to send you a particular person that you had requested other than that?

A. Outside of that, no, sir.

Q. Do you recall any occasions where you requested a man who was not in good standing with the union?

A. Do you mean did I ever have prior knowledge that I was requesting a man——

Q. (Interrupting) I mean did you ever request a man from the union and the union told you he was not in good standing, did you ever have any experience of that sort?

A. Yes, I believe we have.

Q. What would happen in a situation like that?

A. Specifically, if we called and asked for a man and we were told by the business agent that this man was arrear in his dues, usually this didn't happen too often, but I can remember a case where the man came to my office and talked to me and told me that he was wanted at the job site and I suggested that he make arrangements with the union to obtain a dispatch. What their arrangements were with the union, I don't know, I didn't care, except that it was our practice to obtain these men with dispatches.

Q. And on that occasion did he go back to the union and get a dispatch slip? [125]

A. I can't specifically remember a case where

(Testimony of Sean Brady.)

this whole cycle took place or not, but I do remember talking to one in particular, I don't know whether he went back to the hall and got himself——

Trial Examiner (interrupting): Did you put him to work?

The Witness: I don't recall, sir.

Q. (By Mr. Latimer): Do you recall any instance when the union asked to substitute someone else when you asked for a named person?

A. I can't specifically recall that. There were instances of this happening, both on the other end and on our end. I can recall on occasion having called and a business agent would have somebody who was in dire need of work, who had been on the bench for a long time, and would ask, instead of a named request, would we accept so and so. And, of course, my job was to keep the site satisfied, so we tried to get the named requests whenever possible.

Q. Do you know of any practices that was engaged in by Morrison-Knudsen Company and the union as to the percentages or the number of named personnel you could request?

A. There certainly was nothing ever written or was I ever instructed. Our policy, as I understood it, in the department was that we would cooperate with the various unions so that they could meet their obligations to the membership. In other words, they had fifty, one hundred, two hundred people out of [126] work, and they had an obligation, a moral obligation, I felt, to send these people

(Testimony of Sean Brady.)

out in the order of their, the period of time that they had been out of work, and I didn't feel it fair that we should, it was our policy we didn't feel it fair to continually ask for every man by name. So we tried to cooperate by keeping some of our named requests down to a minimum.

Q. Do you recall any occasions when the job, the site superintendent wanted to hire people locally? What would happen in a case like that?

A. There were local hires made at the stations quite frequently. I have no idea of the frequency, but I do know that local people were employed.

Q. Let's take the site superintendent at Big Mountain. If he wanted to hire some local natives, what would he do about it?

A. I can't vouch for the procedure that took place at the site. I believe there were many times when casual temporary laborers were needed at the station, laborers were put on the payroll on a temporary basis. If a man were needed at the station, if a local native was going to be hired on a permanent basis, the site superintendent would, in accordance with our company procedure, radio in and request permission to hire this man. And if the man was desired as a laborer, we would call Local here in Anchorage and tell them that we were going to hire this man as a laborer in Big Mountain, for example. [127]

Q. Do you mean Local 341?

A. Call them and tell them we were going to

(Testimony of Sean Brady.)

hire this man and they would record his name, or whatever they actually have to do.

Q. But you always cleared with Local 341 before you——

Mr. Morrison (interrupting): He didn't say clear, he said he advised them.

The Witness: We notified them, the pertinent local, of the fact that we were going to hire or had hired.

Q. (By Mr. Latimer): Was there ever any objection on the part of Local 341 to that procedure?

A. No, sir.

Q. Why do you notify the locals that you are going to hire laborers out at Big Mountain?

A. To be frank with you, I don't fully know why the union wanted to know, except that it was an agreement. I don't know whether I was present when the agreement was made, but it was an understanding when I came into the department that where natives or local hires were made at the outlying stations, that we would advise the union as soon as practical, the hiring we had done, social security number, and so forth.

Q. Do you recall at any time the union objected to anyone you hired on the site?

A. No, sir, never.

Q. Do you recall whether or not you had an understanding or [128] practice with the union that you could hire a certain percentage of local people or natives at the site?

A. No, sir, there was never any ratio established.

(Testimony of Sean Brady.)

Q. Do you know whether or not the site superintendent had to check with the job steward at the site before he hired any native people?

A. I don't know whether that was done or not. I can't comment on it.

Q. Did you ever have an occasion to ask the union for a temporary permit for someone to work?

A. I don't believe so.

Q. Do you know what the policy of Morrison-Knudsen was during the spring and summer of 1956 as to hiring local people, natives and local residents in the area of the job site?

A. What the policy was at that time?

Q. Yes.

A. I think the policy, to my knowledge, was never changed. It was constant from the time I joined until the time I left the company. I believe the company had a feeling that we had a moral obligation to the people who were living in the vicinity of the stations and we would try to offer them employment where possible; and as far as I can determine and to the best of my recollection, that has always been. I will say this, it was the policy of the company when I was in the personnel department. [129]

Q. In your knowledge of what happened at Big Mountain during the spring and summer of 1956 where the local people in the vicinity of Big Mountain were hired as casuals, were they hired as casuals or for the entire season?

A. I know for a fact that many were hired at

(Testimony of Sean Brady.)

frequent times for casual employees. I don't know of any that were employed as permanent employees. I have no knowledge of that.

Q. You say it was a company policy to hire local people and natives where practical to do so. Do you know whether anyone of the company had discussed that matter with Local 341 or not?

A. I don't believe so, sir. Matters of that nature were handled by Mr. Erickson, policy matters.

Q. Now, what would you do when a person would appear at the employment office, applying for a job as a common laborer, what would you tell him?

A. In the beginning we tried to be very fair and impartial about applications in unskilled labor. We took applications for many, many months, and finally the office became so overrun with several hundred applications that we finally stopped applications. However, we never refused to talk to a man. I mean unless there was somebody in the office and we weren't physically able to see him. A man was always given a chance to come in and talk to somebody about a job; and, of course, the overflow of labor in Anchorage at that time, and I guess it still exists today. We talked to a man, we would tell him [130] that, as usually was the case, that there just wasn't any employment available, and at the time we were taking applications, grade the applications, and place it in the file for future reference.

Q. Did you ever tell any of these casual appli-

(Testimony of Sean Brady.)

cants where you were obtaining, how you were obtaining your labor?

A. No, sir. I suppose I have on occasion. I don't recall specifically.

Trial Examiner: Did you ever take an application, written application from anyone applying for a job, say, in the spring and summer of 1956?

The Witness: Yes, sir, many of them.

Trial Examiner: And did they usually fill out the full application.

The Witness: We tried to make sure that they were filled out; however, many of them weren't.

Trial Examiner: But if a person did not fill in the name of the labor organization with which he was affiliated, what would you do or say, if anything?

The Witness: Usually the applications, sir, were filled out. We had such a tremendous amount of traffic in and out of the department, usually the applications were filled out and left for us to grade and review. If a man had a particular problem, or point, or question, he was given an interview and talked to. [131]

Trial Examiner: If an applicant did not fill in that portion of the application, how would you grade the application?

The Witness: It would be graded solely on the basis of his work history on the reverse side of the application and placed in the file.

Trial Examiner: And if he didn't fill out that

(Testimony of Sean Brady.)

question, then you made no point of it. Is that right?

The Witness: None whatsoever.

Q. (By Mr. Latimer): Did you ever hire anybody as a common laborer who applied at the office, directly? A. Yes, sir, I have.

Q. When you hired him, what did you tell him to do?

A. As was our practice, we always routed our people through the halls with dispatch slips. If a man came directly to us, this was an exception rather than the rule, I have had hard luck stories come in the office, and felt sorry for somebody, and been reasonably convinced that the man needed help, I would call the hall and tell them that this man would be coming down and that we would like to have a dispatch slip issued to him.

Q. So you would process him through the union hall before you would actually send him to the job. Is that correct? A. Yes.

Mr. Latimer: Your witness. [132]

Trial Examiner: Do you want a few minutes to go over your notes, Mr. Morrison?

Mr. Morrison: If I may, Mr. Examiner.

Trial Examiner: Very well, we will take a short recess.

(Short recess.)

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Morrison: Yes, sir.

(Testimony of Sean Brady.)

Trial Examiner: Will you kindly resume the witness stand, Mr. Brady?

Mr. Morrison: I have no questions of Mr. Brady.

Mr. Hartlieb, have you any questions?

Mr. Hartlieb: I have one or two.

Cross Examination

Q. (By Mr. Hartlieb): Mr. Brady, during the period of question, to your knowledge, did Local 341 ever request through your office that a man be laid off for not belonging to the union?

A. No, sir, that has never occurred.

Mr. Hartlieb: I have no further questions.

Mr. Latimer: No questions.

Trial Examiner: Will you call your next witness?

Mr. Latimer: I have no other witnesses now until tomorrow.

Trial Examiner: We will stand adjourned now until 10 o'clock tomorrow morning. [133]

(Whereupon, at 4:00 o'clock p.m., Monday, September 9, 1957, the hearing was adjourned until tomorrow, Tuesday, September 10, 1957, at 10:00 o'clock, a.m.) [134]

Tuesday, September 10, 1957

Proceedings

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Morrison: Yes.

Mr. Hartlieb: Yes.

Mr. Latimer: Mr. Examiner, I expected to have a witness here this morning who was flying up from Yakataga last night. I checked in with the airlines this morning and the flight last night was cancelled because of weather conditions. The next flight is due to arrive in around 7 o'clock this evening. He was my last witness and I have no further witnesses at this time and I would suggest we go off the record for a moment so I can discuss with counsel the procedure.

Trial Examiner: Very well, off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Are you ready to proceed, gentlemen?

Mr. Latimer: Yes, sir.

Mr. Examiner, as I explained earlier, Mr. Wyman one of my witnesses coming up from Yakataga was unable to get here last night because the plane in which he was coming up on, the flight was cancelled on account of weather. I have sent Mr. Wyman a telegram asking him to disregard the subpoena because I feel that his testimony would simply be corroborative of the testimony of Crowe, Abolins and Garnes.

In view of the circumstances, I also wired the charging [137] party, Mr. Moore, down at Kakhanok Bay that the hearing would open at Big Mountain tomorrow, and I would suggest that we recess at this time, or adjourn rather at this time, to Big Mountain, where we may resume tomorrow morning.

Trial Examiner: And Mr. Hartlieb and Mr.

Morrison have returned to their respective headquarters and they have consented to the change of hearing place.

The hearing therefore will recess now until tomorrow morning at 10 o'clock in Big Mountain.

(Whereupon at 11 o'clock a.m. Tuesday, September 10, 1957, the hearing was adjourned until tomorrow, Wednesday, September 11, 1957, at 10 o'clock a.m., in Big Mountain, Alaska.) [138]

Wednesday, September 11, 1957
Proceedings

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Trial Examiner: Will the General Counsel kindly call his next witness.

Mr. Latimer: Mr. Moore, will you take the stand, please?

Trial Examiner: Will you step forward, sir, and be sworn?

DENTON MOORE

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name?

The Witness: Denton Moore.

Trial Examiner: Spell your name for the record.

(Testimony of Denton Moore.)

The Witness: M-o-o-r-e.

Trial Examiner: Where do you live?

The Witness: Kakhanok Bay.

Trial Examiner: You may be seated, sir.

Mr. Latimer you may proceed with examination of Mr. Moore.

Q. (By Mr. Latimer): What is your occupation?

A. A commercial fisherman and I am a homesteader and I guess that's about it.

Q. How long have you been in Alaska?

A. Approximately ten years.

Q. During the spring of 1955 did you have an occasion to go [141] to Big Mountain and talk to some of the supervisory personnel of Morrison-Knudsen up there? A. That was in '56?

Q. I mean '56. A. Yes, I did.

Q. Can you tell us about when that was?

A. In April.

Q. April, '56? A. Yes, sir.

Q. Who accompanied you up there?

A. We were in Oral Hudson's airplane and that was just the two of us in the plane. We flew over a number of dog teams that were headed down here the same day.

Q. Did you go up there alone at that time?

A. Yes.

Q. Did you have a conversation with some of the supervisory personnel of Morrison-Knudsen up there at that time?

A. Yes, I did. We landed over here on the la-

(Testimony of Denton Moore.)

goon and this fellow came down to meet the plane and introduced himself as the foreman or superintendent or whatever you call it.

Q. Do you know what his name was?

A. Denham. I believe that would be, and I discussed with him the possibility of getting work and I also discussed with him generally the possibility of a large number of local people getting work here.

Q. Tell us to your best recollection of your conversation, what did you say to Mr. Denham and what did he say to you?

A. Well, that was, of course, sometime ago, but he invited us up for coffee and Hudson didn't want to take the time, so we talked there and he said that this was going to be a peak year here, that is, 1956.

Q. Denham said that?

A. Yes. And he said that they anticipated having about 200 employees. I asked him then about the local people getting work here, and he said that he had orders, and these are almost his exact words, he had orders to be good to the natives because they were going to try to get as many of them as they could, and I said, "That means I will be able to get a job myself", and he said yes. I asked him when he would like me to come to work and he said about the first of May or when the airfield dries up. At that time they couldn't land any big airplanes because the field was wet. And that was about all the conversation that we had. That's what it boils down to.

Q. Now, did you go back at a later time?

(Testimony of Denton Moore.)

A. Yes. I did not go back on the 1st of May because—of course we were paying close attention—it costs quite a lot of money to fly down here from my home, and we were watching the operation very closely, and I knew that the field wasn't dry and that there was nobody here but a skeleton crew until June, the [143] early part of June. So it was about the first week or so of June that Hudson returned to my home and he had with him Chester Wilson from Iliamna and Chester told me that he understood that M-K was bringing in a lot of laborers and this was our chance to go to work.

Q. Who is Chester Wilson?

A. A young fellow that lives over at Iliamna.

Q. Homesteader also?

A. No, no, he is a native boy. The thing seemed to be so definite that I took my sleeping bag and all of my clothing, I was prepared to stay. And so we got down here and came up to the office.

Q. Of Morrison-Knudsen?

A. Yes, and Mr. Shumway.

Q. Who is Mr. Shumway?

A. He was the superintendent here.

Q. Did you have a talk with him?

A. He was in the office, and so I asked him about going to work and he seemed to be quite surprised. I mean he didn't apparently have our names or anything, and he said, well, he said that he didn't know and he thought that we would probably go to work all right, but he couldn't put us to work right away. And so he said he would have to clear this

(Testimony of Denton Moore.)

through Anchorage, Chester and my employment, and then he would let us know. So I asked him how he planned to get in touch with [144] me because our mail at Kakhanok is rather erratic and he said well, he didn't know, he thought he would send me a telegram, so I said all right, and I gave him my radio station call sign and my schedule time. And then I would make my own arrangement for getting over here. So that was about the sum and substance of it there.

Q. Was anything said at that time about the union?

A. Yes, he asked me if I belonged to the laborers' union and he asked Chester the same question, and he stated he didn't.

Q. What happened after that?

A. Then he returned home.

Q. Was that the last time you were over here?

A. Yes.

Q. Did you hear anything from Mr. Shumway or from any of the officials of Morrison-Knudsen?

A. No, not arising out of this. Of course I wrote to them later but I never did hear anything about any of this at all.

Q. You wrote to Morrison-Knudsen about a job?

A. Oh, yes.

Q. Do you have a copy of that letter with you?

A. I think I turned it over to the N.L.R.B.

Q. Was that in reference to employment?

A. Yes, we wrote a number of letters to Morrison-Knudsen various times about employment and

(Testimony of Denton Moore.)

chances of getting work. Some of the letters were unanswered and so we just got a form [145] letter back.

Q. Did you file a formal application with Morrison-Knudsen for employment?

A. No, no, I didn't. This Mr. Denham didn't suggest it and it never occurred to me. It didn't make much difference.

Q. Then did you later go to Anchorage?

A. No, chronologically, of course, we watched this thing very closely. By the 10th of May, as it happened that year, our alternative means of making a living is commercial fishing. The commercial fishing season opens on the first of June and closes the 25th of July. The regulation in 1956, which also is the regulation this year, was that in order to fish you had to give Fish and Wild Life prior notice which meant that in order to fish I would have had to notify Fish and Wild Life by the 25th of May, and so by the time I came over here on the 10th of June and found out that there was no job, why, it was probably too late to make arrangements to go fishing. So we were pretty near stuck. So I went to Iliamna several times and I talked to the union people there in Iliamna, Mr. Ingram I think his name was.

Q. Who was Mr. Ingram?

A. I am not sure that was his name, but he introduced himself as the job steward from Local 341 of the Laborers.

(Testimony of Denton Moore.)

Mr. Morrison: Will you get the time on that, please?

The Witness: When I talked to him? [146]

Mr. Morrison: I am requesting, Mr. Examiner, that before he discusses any particular interviews that we have the time determined.

Trial Examiner: Will you fix the time and place.

Q. (By Mr. Latimer): When was that?

A. I believe it was in June. I gave all that to Mr. Immel, and it is in the record.

Mr. Morrison: I move any reference of anything he gave to anyone that it be stricken.

Trial Examiner: He is just giving that to Mr. Latimer.

Was it after June 10th?

The Witness: Yes, sir.

Trial Examiner: How long after?

The Witness: Well, I should say it was in the latter part of June, to the best of my recollection. It happened that they were loading a scow, the airplane had landed at Iliamna and they were transshipping merchandise over here.

Trial Examiner: Who was?

The Witness: M-K moving the stuff. And this gang working on the scow was this man who told me that he was the labor steward. So I asked him what the situation was and about getting a job and so forth and just what sort of runaround we were getting, and he said, well, he said, "Frankly," he said, "M-K doesn't want to hire natives, and he said they have a lot of trouble with them, that when

(Testimony of Denton Moore.)

they have a pay day, they get [147] paid once a week or once every two weeks, and then they go and get drunk and don't show up for work and it disrupts the work, so he said they are not very keen about it, and I said, "How does a white man get a job here?" He said, "In order to get a job the best thing you can do is go to Anchorage, join the Laborers Union and request to be sent out to Site 2," which was the Big Mountain site. And, "Well," I said, "I can't afford to go to Anchorage, I am not fishing this year, I don't have any great amount of income", and I said, "Would a letter suffice?" and he said no, you should go in personally. He was trying to be helpful.

Q. (By Mr. Latimer): Just tell us the conversation.

A. That was the sum and substance of it.

Mr. Latimer: Will you mark this, please.

(Thereupon the document above referred to was marked General Counsel's Exhibit Nos. 11-A and 11-B for identification.)

Q. (By Mr. Latimer): I will hand you what has been marked for identification as General Counsel's Exhibit 11-A and ask you if you can identify that.

A. That's a letter I wrote to the personnel office of Morrison-Knudsen Company.

Q. In reference to employment?

A. Yes, sir.

Q. I show you what has been marked for iden-

(Testimony of Denton Moore.)

tification as General Counsel's Exhibit 11-B and ask you if you can identify [148] that.

A. Yes, sir, that's a copy of the letter that I received from them.

Mr. Latimer: I offer them both in evidence.

Mr. Morrison: I would like to ask some questions on voir dire, if I may.

Trial Examiner: Very well.

Q. (By Mr. Morrison): Mr. Moore, what has been designated General Counsel's Exhibit 11-A appears to be a typewritten copy of a letter from the personnel office of Morrison-Knudsen to you. Did you make a copy of the letter at the time it was written? A. Yes, sir.

Q. This is not a carbon copy, is it? A. No.

Q. Do you have a carbon copy of the letter you wrote?

A. I turned that over to the N.L.R.B. I might have made two carbons—

Q. (Interrupting) Just answer the question.

Mr. Morrison: If they can't produce the original copy I am going to object on the grounds of identity.

Second, it is not material to any issue in this case, and it is purely a self-serving statement of the witness. [149]

Trial Examiner: Are you introducing this letter for the purpose of proving the statements therein are true and correct?

Mr. Latimer: I am introducing it as a copy of

(Testimony of Denton Moore.)

the letter that Mr. Moore wrote to the company in reference to employment.

Trial Examiner: But not to prove that the statements contained therein are true and correct?

Mr. Latimer: I haven't examined the witness on that, not at this time, no.

Trial Examiner: Have you got the carbon copy of the letter?

Mr. Latimer: I don't think so.

May we go off the record a moment?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Mr. Latimer: May we take a short recess?

Trial Examiner: We will take a short recess at this time.

(Short recess.)

Trial Examiner: On the record.

Have you seen such a letter in the company records?

Mr. Morrison: Let me see the letter and I will show it to Mr. King.

We would have to make an examination of the general correspondence files in Anchorage to see if such a letter was [150] received. My point is that even if the identity of the letter is correct, which we are not willing to concede, I don't see where it is material in any relevant issue in this case.

Trial Examiner: I will overrule the objection and receive the papers in evidence. Do you have the same objection to 11-B?

(Testimony of Denton Moore.)

Mr. Morrison: If one goes in, if one goes in I don't object to the other going in.

Trial Examiner: I will overrule the objection and receive the papers in evidence, and I will ask the reporter to kindly mark them as General Counsel's Exhibits 11-A and B, respectively.

(The documents heretofore marked General Counsel's Exhibits Nos. 11-A and 11-B for identification were received in evidence.)

Q. (By Mr. Latimer): Did there come a time later, Mr. Moore, when you went to Anchorage? Was that the last time you went to Big Mountain when you talked to Mr. Shumway?

A. I have been in Anchorage several times. I didn't see anybody in Anchorage.

Q. Did you talk to anybody in the laborers' union there? A. No, sir.

Q. Do you know a Mr. Ted Hutz?

A. Yes.

Q. Who is he?

A. He was the job steward at King Salmon in 1955. [151]

Q. Did you have a conversation with him in 1956? A. No, sir.

Q. Did you talk to him in '55? A. Yes, sir.

Q. When was that conversation?

A. That was shortly after I returned from Anchorage. I was in Anchorage that time discussing matters of employment, and that was in August that I saw Mr. Hutz in Naknek.

(Testimony of Denton Moore.)

Q. Did you discuss employment with him at that time?

Mr. Hartlieb: I would like to object to this line of questioning. This is 1955. I don't see what materiality there is.

Mr. Latimer: I am checking it now. I will withdraw the question.

Q. (By Mr. Latimer): Well, did you discuss with any of the union officials in Anchorage the possibility of getting work at Big Mountain?

Mr. Morrison: Again may I ask was this—

Q. (By Mr. Latimer—interrupting): This was during the spring or summer of 1956?

A. No, sir.

Q. After your visit to Big Mountain did you take this matter up with anybody at any time thereafter?

Mr. Morrison: Which visit is this?

Mr. Latimer: '56. [152]

Q. (By Mr. Latimer): That was when you talked to Mr. Shunway in June, I believe you said?

A. I wrote letters to Mr. Bartlett, who is a delegate to Congress, in this matter.

Mr. Morrison: I object to this, it is not responsive.

Trial Examiner: We are not interested in that, Mr. Latimer.

Q. (By Mr. Latimer): Did you talk to anybody from the union or from M-K?

A. I talked to Mr. Dodge of Western Electric.

Q. What is Mr. Dodge's job?

(Testimony of Denton Moore.)

A. I am not sure what his position is. I understand he was sort of a superintendent for Western Electric here in Alaska, but I can't swear to it because I am not sure.

Q. Where did you talk to him?

A. At Iliamna.

Q. When? A. In August, I believe.

Q. '56?

A. Yes, sir. Either August or early September. I believe it was the latter part of August. I had written to——

Mr. Morrison (interrrupting): Just a moment, there is no question pending now.

Q. (By Mr. Latimer): You say this conversation took place in Iliamna? [153]

A. Yes, sir.

Q. August, '56? A. Yes, sir.

Q. Who was present?

A. Well, there was myself, Mr. Dodge, and Mr. Lawson, I believe his name was, also Western Electric, their pilot from Circle Airways.

Q. Tell us about the conversation.

Mr. Morrison: Objection.

Trial Examiner: What about that?

Mr. Latimer: Western Electric was the prime constructor as I understand it on the Big Mountain project, and Morrison-Knudsen was the sub-contractor.

Mr. Morrison: Morrison-Knudsen would be a sub-contractor in any event. What Western Electric did would not be binding on Morrison-Knudsen.

(Testimony of Denton Moore.)

Trial Examiner: I will sustain the objection.

Q. (By Mr. Latimer): Is that the last time you made an effort to obtain employment?

Mr. Morrison: He stated he talked to Mr. Dodge and to the form of the question I object.

Trial Examiner: Reframe your question. It is a little ambiguous.

Mr. Latimer: I will withdraw the question as it is.

Q. (By Mr. Latimer): What efforts, if any, did you make after [154] June of '56, when you talked to Mr. Shunway, did you make to obtain employment at Big Mountain?

A. I wrote these letters and so forth.

Q. You didn't talk to anybody else?

A. No, sir.

Q. Did you talk to anybody connected with the Morrison-Knudsen Company with reference to employment for people other than yourself, for local people?

A. Well, this Bill Smith came to see me but he was quite ambiguous in the conversation and was presuming——

Q. (Interrupting) Who is Bill Smith?

A. He is the pilot for Circle Airways.

Q. Did you talk to anybody connected with Morrison-Knudsen?

A. He was under charter of Morrison-Knudsen.

Q. When did you talk to him?

A. This was in June. I can't recall whether it was either immediately before or immediately

(Testimony of Denton Moore.)

after I had been to Iliamna and seen this Mr. Ingram. Approximately the same time.

Q. Who was present at that conversation?

A. My wife and Bill Smith and myself.

Q. What was said?

Mr. Morrison: Objection to any conversation with the pilot of Circle Airways. There is no showing he represents Morrison-Knudsen in any other capacity other than a pilot.

Trial Examiner: What about that, Mr. Latimer?

Q. (By Mr. Latimer): This Bill Smith was a charter pilot? A. Yes, sir.

Q. Running his own airplane? A. Yes, sir.

Mr. Latimer: I will withdraw the question.

Your witness.

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: Yes, I do.

Cross Examination

Q. (By Mr. Morrison): Mr. Moore, you state you live in Kakhanok Bay? A. Yes.

Q. On Lake Iliamna? A. Yes.

Q. About how far is that in distance from Big Mountain?

A. Well, nobody's ever measured it accurately. It approximately, oh, I should say between 25 and 35 miles.

Trial Examiner: Is that air miles?

The Witness: Yes, sir.

Q. (By Mr. Morrison): Do you have a boat, Mr. Moore? A. Yes, sir.

(Testimony of Denton Moore.)

Q. How long would it take you to travel that distance by boat? A. About four hours.

Q. You stated that your principal occupation was as a [156] commercial fisherman?

A. Yes, sir.

Q. Is that as a gill net fisherman at Bristol Bay?

A. Yes, sir.

Q. Did you fish in 1956? A. No, sir.

Q. Did you make any application or attempt to fish in 1956? A. No, sir.

Q. Where in the past did you principally fish, out of Naknek?

A. Well, yes, I think that would be the—most of the time.

Q. In 1956 did you go to Naknek?

A. No, sir.

Q. The fishing season in Bristol Bay usually runs from, and in 1956 did run from, June 25th until July 25, is that correct? A. Yes.

Q. After July 25th, you then are available to pursue whatever occupation you wish without interfering with your fishing? A. That's right.

Q. And you cannot commercially fish after July 25th? A. That's right.

Q. In the Bristol Bay area at least?

A. Yes, sir.

Q. Mr. Moore, how long have you been a commercial fisherman?

A. Well, approximately ten years. I think I missed four [157] seasons out of the ten years, something like that.

(Testimony of Denton Moore.)

Q. For whom do you usually fish?

A. On an independent basis since 1954. One year I fished for the canneries.

Q. Is there any particular cannery to whom you sell your fish even though fishing as an independent?

A. This year and in the past I have sold my fish to Nakat Packing Corporation.

Q. You say this year, that's 1957?

A. Yes, sir.

Q. How much did you earn in 1956?

Trial Examiner: What is the purpose of this?

Mr. Morrison: To the reasonableness of his opportunities and conduct in examining the various statements we have heard.

Trial Examiner: Does it go to back pay?

Mr. Morrison: No, to the reasonableness, to the course of conduct he has described in 1956.

Trial Examiner: Very well, go ahead.

The Witness: How much did I earn?

Q. (By Mr. Morrison): Yes.

A. Approximately \$4,300, gross of course.

Q. That was earned during the one-month period? A. That's right.

Q. What do you mean by gross?

A. You have got your normal operating expense, your gear, [158] board and room and taxes, of course.

Q. Eliminating taxes, what is your net?

A. It would be approximately thirty-five hundred, thirty-six hundred.

(Testimony of Denton Moore.)

Q. Mr. Moore, have you ever worked for Morrison-Knudsen? A. No, sir.

Q. Have you ever worked for any construction company of heavy construction type company?

A. Only once and that was in 1942, at Bremerton, Washington, I worked for a short time as a construction laborer.

Q. For how long a period do you mean by a short time?

A. Well, I don't remember. It was just a month or two, approximately three, something like that.

Q. And what type of work did you do?

A. Just general labor. They were building some housing projects. Pick and shovel and loading trucks and so forth.

Q. Would it be fair to say that you have no qualifications in the construction business for any work other than plain labor such as pick and shovel and loading and unloading work?

A. Well, sir, I don't know. I don't understand your question. In a sense, let me frame my answer this way. I have built a saw mill, I have done a lot of work over there, I think I could handle almost any general labor job. I operate my own machinery and all sorts of things, and so as far as—

Q. (Interrupting) What do you mean by general labor? [159]

A. Well, if I understand your question correctly, what you are suggesting is that about all I am qualified to do is handle a pick and shovel.

Q. No, I wondered in connection with heavy con-

(Testimony of Denton Moore.)

struction, such as dirt road construction and what-have-you, what qualifications do you have.

A. Yes, sir, that's true, common laborer. That's the sort of job I was looking for.

Q. Mr. Moore, how does information, how is it passed around Lake Iliamna from the various people who live here, the residents?

A. You mean how do we keep in contact with each other?

Q. How do you know what is going on?

A. Sometimes it is pretty hard to know. We have our radio net here.

Q. Do you have a radio? A. Yes, sir.

Q. And you contact Lake Iliamna by radio?

A. Yes, sir.

Q. I don't mean Lake Iliamna, I mean the village. A. Yes, sir.

Q. Did you contact any other radios in the vicinity?

A. Pile Bay, I contacted Pedro Bay when they were still operating radios up there.

Q. Can you contact King Salmon? [160]

A. Yes, sir, I can. I don't frequently, but I can.

Q. Have you ever tried contacting Site 2 on your radio?

A. I believe once or twice I did try but I wasn't able to get through. Of course they don't stay on schedule with us. It is pretty hard to make contact with them. But I believe on two occasions when I heard that they were bringing labor in from Anchorage I did try to call without success.

(Testimony of Denton Moore.)

Q. You called all these others but you were unable to contact Site 2?

A. These others are all on regular schedule, Site 2 wasn't. It is sort of a hit and miss proposition.

Q. Can you contact Anchorage with your radio?

A. I have only on one or two occasions. It is just an unusual situation.

Q. But when you have, you can, I take it?

A. If conditions are good.

Q. If you can't do it one day if the weather changes you can the next?

A. We have regular telephone and telegraph service, but that goes through the ACS Station in King Salmon. There again it is a chance of trying to call——

Q. (Interrupting): Now, as I recall your conversation you first contacted Morrison-Knudsen personnel in connection with working at Big Mountain in the spring of 1956?

A. Well, no, sir, that's not exactly correct. I did have [161] contact with Mr. Wolfe in the fall of '55, but I guess that's out of the date so——

Q. Was that in connection with attempting to lease your tractor to Morrison-Knudsen?

A. No, I talked to Mr. Wolfe at King Salmon relative to the opportunities of employment, that was when this job here was still in the planning stage and he told me that he frankly doubted if there would be any local people hired.

Q. You mean at King Salmon, from Lake Iliamna?

(Testimony of Denton Moore.)

A. No, for this Iliamna job, local people from Lake Iliamna.

Q. When in 1956 did you first contact someone from M-K in connection with Site 2 work?

A. That was Mr. Denham. Unless I wrote some letters. I may have written before then. I can't remember.

Q. You mentioned the spring of 1956, when in the spring?

A. You mean when I wrote the letters?

Q. No, when you talked to Mr. Denham.

A. That was in April.

Q. Now, in April there was virtually no activity here, is that correct?

A. I don't think there was anything going on at all.

Q. Did Mr. Denham at that time tell you to check back later?

A. He told me that as soon as the field opened up, approximately May 1st, that I could go to work. It was that definite.

Q. And how did he propose getting in touch with you? Or [162] did you propose a method of getting in touch with him?

A. I can't recall. He knew where I lived and I can't recall that it was discussed. But they had the site plane here and I imagine I just assumed that they would send the plane over when they needed me. So I wasn't too concerned when May 1st came and went—

(Testimony of Denton Moore.)

Q. I am not interested in that. I wondered just how they proposed——

A. (Interrupting): I just say I assumed——

Q. (Interrupting): There was no discussion with you and Mr. Denham in how you would get in touch with each other?

A. I am straining my memory pretty hard.

Q. If you don't recall——

A. I believe he said he would get in touch with me.

Q. But you don't recall the conversation?

A. No, sir.

Q. As I understood your testimony, the next time you applied for a job at Site 2 was the latter part of June, is that correct?

A. No, it was about the middle of June. Or the early part of June when I came over here with Hudson.

Q. Is that when you talked with Mr. Shumway?

A. Yes, sir.

Q. And that was, you say, the first week in June?

A. Somewhere in the first two weeks, I would say between the 7th and 14th. I am not sure. It was approximately that time. [163]

Q. And did I understand that Mr. Shumway advised you that he had no work for you at that time?

A. That's right.

Q. And what type of work were you asking for?

A. Regular laborer's work.

(Testimony of Denton Moore.)

Q. Was anyone else working on the project at that time?

A. Well, there was a gang here. There were quite a few people around, but what they were doing I don't know.

Q. Do you know whether any other natives or local residents were working at that time?

A. I can't be sure about that either. Local residents had worked before this and subsequent to this they worked, but whether they were actually working at that time I can't answer.

Q. It is a fact, isn't it, that there were quite a few local residents who did work during periods of June in loading and unloading for Morrison-Knudsen? Do you know that?

A. I know the whole story.

Q. You know that there were quite a few local residents who did work in June? A. Yes.

Q. Did you thereafter come back and apply for work to anyone in a position of authority for Morrison-Knudsen at Site 2?

A. No, sir, I never came back here again.

Q. What were you doing during this time yourself?

A. Running my sawmill, working in the garden. I didn't have [164] any major project in mind, just sort of fiddling around trying to earn a living where I could. There just wasn't anything actually, except for cutting logs and sawing lumber, and of course that's——

(Testimony of Denton Moore.)

Q. (Interrupting): You had plenty of time then during this period? A. Oh, absolutely.

Mr. Morrison: I have no further questions.

Cross Examination

Q. (By Mr. Hartlieb): Mr. Moore, how long have you lived in this immediate area?

A. Approximately six years.

Q. You know most of the people in the area, do you not, the natives? A. Yes, sir.

Q. And you were, I believe, United States Commissioner for a period of time? A. Yes, sir.

Q. And as such you dealt with the natives quite a bit? A. Yes, sir.

Q. Do the natives in the area drink quite a bit?

Mr. Latimer: I object to that.

Trial Examiner: Overruled.

A. That's a pretty general question. It is like asking if white people drink a great deal. Some do and some don't. [165]

Q. (By Mr. Hartlieb): Is your answer then some natives do and some don't? A. Yes, sir.

Q. Would you say that the natives are dependable workers on the whole—

Mr. Latimer (interrupting): I object to that. It calls for a conclusion.

Trial Examiner: I will sustain the objection.

Q. (By Mr. Hartlieb): Prior to this job here in 1956, the location we are at now, has there been any other construction in the immediate vicinity, construction project?

(Testimony of Denton Moore.)

A. Not where I have had personal knowledge. I understand they used a lot of local help when they built this field over here at Iliamna.

Q. How long ago was that?

A. Back in the 40's, long before I came into the country.

Q. Directing your attention to June of '56 when you had a conversation with Mr. Ingram in Naknek, was it? A. No, sir, over at Iliamna.

Q. You stated that he was the steward for the laborers union. How did you know that?

A. He introduced himself.

Q. He stated that he was? A. Yes, sir.

Mr. Hartlieb. I have no further questions. [166]

Redirect Examination

Q. (By Mr. Latimer): Mr. Moore, you said you did not seek an application to fish during the 1956 season. Was there any particular reason that you did not apply for a fishing license at that time?

A. Yes, sir, I was sure that I was going to go to work.

Q. For whom?

A. For Morrison-Knudsen. The reason there were several reasons for it. To answer the question fully I have to give you some background. We had had three successive salmon failures at Bristol Bay and I just frankly couldn't afford to go fishing any more, it was a last ditch thing.

Q. My question is, why didn't you apply, was

(Testimony of Denton Moore.)

it because you were going to work, or because the season before had been so lousy?

A. I would have had to fish naturally if I didn't go to work. But I assumed that work was forthcoming so I didn't apply.

Q. You said that some of the local residents worked on loading and unloading barges in '56?

A. Yes, sir.

Q. You said you knew all about that. Tell us about that.

A. It was just a casual labor operation. The airplanes would bring freight in bound for Big Mountain here but they would have to land over at Iliamna, so they loaded the freight off the airplanes and onto these scows. And the way that it [167] worked out they had these fellows standing by and use them on a casual basis, I don't know what numbers of hours were involved, but they also did the same thing at Pile Bay and Iliamna Bay and of course that was quite serious because they had those people up there waiting the whole season and some only got three days' work.

Mr. Morrison: Objection.

Trial Examiner: I will overrule the objection.

Q. (By Mr. Latimer): Go ahead, Mr. Moore, tell us what you know about it.

A. That's about all. They called these people up there, asked them to go to work and then gave them a day's work and then they had to wait another week or two weeks for another scow, at their own expense of course, and it just didn't work out.

(Testimony of Denton Moore.)

Q. Actually some of the local residents worked for several months on the Big Mountain project, didn't they?

A. Yes, sir, right here, yes.

Q. But from your observation for the most part, the natives were casual workers?

Mr. Hartlieb: Your Honor, I object. He has no way of knowing that.

Mr. Morrison: I will object to the term of casual worker.

Trial Examiner: Somebody brought it in.

Mr. Morrison: Mr. Latimer or Mr. Moore. [168]

Trial Examiner: All right, reframe your question.

Q. (By Mr. Latimer): I will ask you, Mr. Moore, from your observation what you know of the amount of work that the natives and local residents did. Is it a fact that they worked a day or two at a time only or a month or two at a time?

A. There were two distinct jobs. There were these freight operations which were on a casual basis where a man might go to work one day a week and then there was regular employment here at Big Mountain. There were two local men employed here for much of the construction period here. And the rest of the people received work in these casual situations or in the late fall of '56 and of course they hired a lot of local people here.

Q. In the late fall of '56? A. Yes.

Q. Can you give us a reason for that?

A. I can only surmise a reason.

(Testimony of Denton Moore.)

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Recross Examination

Q. (By Mr. Morrison): I would like to ask you a couple of questions concerning these natives. Where did they usually live?

A. What do you mean, sir, Pile Bay and [169] Iliamna?

Q. I believe you testified that the natives were called to Pile Bay and they had to live up there at their own expense?

A. Yes, sir.

Q. I wonder where these natives, are you familiar with the natives that worked in Pile Bay?

A. Familiar with them, I know them, yes.

Q. Where do they usually live?

A. They lived in Pedro Bay, most of them.

Q. Pedro Bay is just a few miles from Pile Bay, isn't it?

A. About ten miles.

Q. How long does it take to get from Pedro Bay to Pile Bay?

A. Well, I don't know. They have to go around an island there and I have never made that trip so I can't tell you.

Q. Did these natives have boats?

A. Yes, sir.

Q. Is that the customary way of traveling on Lake Iliamna?

A. Either that or a dog team.

Q. Dog team in the winter when it is frozen over?

A. Yes.

(Testimony of Denton Moore.)

Q. And they get around on boats during the summer? A. Yes, sir.

Q. What is the nature, what do they live in at Pedro Bay, do they have houses? A. Yes.

Q. And when they go to Pile Bay, what do they live in, tents? [170]

A. Either tents or possibly with friends. I don't know what arrangements they made individually.

Q. Is there also a village at Pile Bay?

A. Yes, sir.

Q. What is the source of their income when they are not working, for, say, a construction company or some other outside employer?

A. They are commercial salmon fishermen.

Q. Principally fishermen? A. Yes, sir.

Q. So when there is no fishing season and no other employment, they more or less live on previous earnings or what they can obtain from—well, do they have any other income?

Mr. Latimer: I don't see the materiality of these questions.

Trial Examiner: I will overrule the objection. Go ahead.

A. Some of them trap in the wintertime, make a few hundred dollars trapping. But other than that there really isn't much of anything. Oh, there are a few little industries like berry picking and so forth, but they don't amount to a great deal. In recent years there has been quite a lot of relief in here.

(Testimony of Denton Moore.)

Mr. Morrison: I have no further questions.

Trial Examiner: Mr. Hartlieb? [171]

Recross Examination

Q. (By Mr. Hartlieb): Mr. Moore, do you own a boat? A. Yes, sir.

Q. Is it a commercial fishing boat?

A. Yes, sir.

Q. Did you own one in 1956? A. Yes, sir.

Q. How old was that boat?

A. I had an old boat then. I don't think anybody actually knows, it was probably 25 years old, it was an old hull is what it was.

Q. How long had you owned it?

A. I got it in '53, '54, I guess it was.

Q. '54? A. Yes, sir.

Q. Was it safe to use during the 1956 season?

A. It would have required a lot of work to put it in satisfactory working condition.

Q. To go fishing? A. Yes, sir.

Q. Did you do any work on it during the '56 season? A. No, sir.

Q. Did you subsequently acquire a new boat?

A. Yes, sir.

Q. Isn't it true that part of the reason that you didn't go commercial fishing was because your boat was in a relatively [172] unsafe condition and would require a lot of work?

A. Mr. Hartlieb, I had a choice in 1956. It wasn't like previous years, you are familiar with

(Testimony of Denton Moore.)

them of course. I could have gone fishing for the canneries in a cannery boat in 1956 which is what I would have done.

Q. Mr. Moore, in response to questions about casual laborers, in connection with the native people in this area, did you state that they worked a day or two? A. Unloading these scows, yes, sir.

Q. Did any of them work fairly steady at it?

A. Not to my knowledge.

Mr. Hartlieb: I have no further questions.

Mr. Latimer: No further questions.

Trial Examiner: You are excused, Mr. Moore.

(Witness excused.)

Mr. Latimer: May we go off the record for a minute?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: Back on the record.

We will stand adjourned now until 1:30.

(Whereupon a recess was taken until 1:30 o'clock p.m.) [173]

After Recess

(Whereupon, the hearing was resumed, pursuant to the taking of the recess, at 1:30 o'clock p.m.)

Trial Examiner: On the record.

Mr. Latimer: I will call Mr. Rickteroff.

MIKE RICKTEROFF

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name, sir?

The Witness: Mike Rickteroff.

Trial Examiner: And where do you live?

The Witness: Pedro Bay.

Trial Examiner: Mr. Latimer, you may proceed with the examination of this witness, who has been duly sworn.

Mr. Latimer: Thank you, sir.

Q. (By Mr. Latimer): Mr. Rickteroff, did there come a time during the spring or summer of 1956 when you applied for employment to Morrison-Knudsen Company at Big Mountain? A. Yes.

Q. Who did you talk to?

A. Well, we came down here the first of June, there was seven of us, we came down by power boat.

Q. Who were they?

A. There was Gille Jacko, Gus Jensen, George Jacko, Frank [174] Rickteroff, David Rickteroff, Alec Kolyna, and myself.

Q. First of June you say?

A. We came down here the first of June from Pedro Bay, by power boat.

Q. You came down here in June, you seven came down, by power boat? A. Yes.

Q. Who did you see when you got down there?

(Testimony of Mike Riekteroff.)

A. Bruce Shumway, he was the superintendent of this camp.

Q. Did you have a talk with him?

A. We had a talk with him.

Q. Tell us, to your best recollection, what was said.

A. We came here and Bruce Shumway was up to Pile Bay the day we came here. But the book-keeper was here.

Q. Who was that? A. Jeff.

Q. Jeff who?

A. I don't know his last name. He asked what we wanted. We said we was looking for a job at M-K. "Well," he says, "Bruce Shumway is not here, he went up to Pile Bay. Well, anyway," he says, "you boys can come around again later on. So we went home the same *say*, you know. We went back to Iliamna and we stayed overnight there, from here. The next morning we got back home. We waited and waited, until about the 22nd of June, when we got a message from Pile Bay to come up there and sign up [175] for M-K job.

Q. Who was the message from?

A. Carl Williams.

Q. Who is Carl Williams?

A. He is a freighter at Pile Bay. He freights across from Pile Bay to Iliamna Bay, you see. And they sent a message down, there was a superintendent, his name was Curley, he lived there.

Q. What is his last name?

(Testimony of Mike Rickteroff.)

A. They called him Curley. He told them to hire us, Don Stump, he told him to hire us.

Trial Examiner: Will the reporter please read the last statement?

(Statement read.)

Q. (By Mr. Latimer): What or who is Don Stump? A. He was a missionary.

Q. What was Don Stump doing at that time?

A. He was a foreman, I think, a timekeeper for M-K.

Q. What happened?

A. We come up on June 22nd and they got us to sign our names down and told us we would go to work as longshoremen when the barge come in from Seldovia. Well, they took us over to Iliamna Bay the next day and put us to work.

Q. What were you doing?

A. We was unloading scows, drums and barrels.

Q. Off the scow? A. Yes.

Q. Off the barges?

A. Off from the barges. Well, we worked there about 12 hours one day, and the next day they put us on another half day, and that was all. They laid us off, and we waited and waited for the next barge to come in. That was maybe about a season, I think.

Q. About when was this?

A. In June, you know, until about the middle part of July they put us to work again as longshoremen. We worked there a couple hours and then they laid us off again. They were doing that all through the summer until most into August. Well,

(Testimony of Mike Riekteroff.)

just before the 14th of August we came down here again with a power boat.

Q. Down to Big Mountain? A. Yes.

Q. Who did you see at that time?

A. We saw Bruce Shumway who was here then.

We came right in the office and we asked him—

Trial Examiner: Who is “we”?

Q. (By Mr. Latimer): Who was with you?

A. The same bunch was with me. Gille and I, and Gus.

Q. Same bunch?

A. Same bunch, yes. And we come in the office and we told [177] him we want to work.

Q. You asked Mr. Shumway?

A. Yes. Well, he got up and he told the book-keeper definitely, he said, “Get these boys’ names down on the paper,” he says, “and when we need labor workers will call these boys up.” So they got our names on the paper and we went home the same day and they told us that we could just stay home and wait until they called for us. Then we went home and stayed home until the 14th, when they called us.

Q. Until when? A. The 14th of August.

Q. Then what happened?

A. We came down here and went to work.

Trial Examiner: When did he have that conversation with Shumway?

Q. (By Mr. Latimer): How long before that did you talk with Mr. Shumway?

(Testimony of Mike Rickteroff.)

A. That was sometime in, oh, you might say around the 1st or 2nd of August when we came down here by power boat.

Q. The 1st or 2nd of August you talked to Mr. Shumway? A. Yes, we did.

Q. When did he send for you after that?

A. Around the 14th.

Q. Of August? A. Of August. [178]

Q. All right, then what happened?

A. They sent a plane after us. We was over at Iliamna Bay waiting there, standing by, and they picked us up from Iliamna Bay.

Q. Picked up all seven of you?

A. There was Gille and I and George and Frank. There was four of us. They picked us up there and brought us down there to put us to work.

Q. Did you go to work then? A. Yes.

Q. Mr. Shumway was superintendent at that time? A. He was.

Q. Now, how long did you work on that occasion? A. Well, I worked about seven weeks.

Q. After you started to work down there did you have a conversation with the union job steward?

A. Well, when we came down here we went to work about two days——

Mr. Morrison (interrupting): When?

Trial Examiner: When he first asked him if he had a conversation, if he had a conversation.

Will you tell us whether you had a conversation with the job steward?

The Witness: No; he asked us the labor——

(Testimony of Mike Rickteroff.)

Trial Examiner: Now, wait a minute. Will you kindly go ahead with the examination, Mr. Latimer.

Q. (By Mr. Latimer): Who was the labor steward on the job at that time, if you know?

A. A guy named Roy Ingram.

Q. After you started to work down here did you have a conversation with him? A. No.

Q. Did he come to you?

A. He come to me himself, yes.

Q. Did he have anything to say to you?

A. Well, he ask me——

Trial Examiner: (interrupting): When.

Q. (By Mr. Latimer): When was this? About?

A. That must be around——

Trial Examiner (interrupting): How long after you started to work?

The Witness: About two days afterwards.

Q. (By Mr. Latimer): He came to you?

A. Yes.

Q. What did he say to you?

Mr. Morrison: At which time, is this the first time he went to work or when?

Q. (By Mr. Latimer): Was this in August when you went to work on Big Mountain? A. Yes.

Q. Who was present when he talked to you? [180]

A. There was me and Gille Jacko.

Q. All right, now give us your best recollection of what he said to you.

A. He came and asked us if we would join the labor union. Well, before that——

(Testimony of Mike Rickteroff.)

Trial Examiner (interrupting): Just give us this conversation.

The Witness: He tell us to join the union and we said O.K., we will join the union. So we signed up.

Q. (By Mr. Latimer): What else did he say to you?

A. He didn't have nothing to say any more.

Q. Give me your best recollection of the whole conversation. What did he say to you, what you said to him.

A. Well, he didn't ask no questions.

Q. Tell us what he said.

A. He says, "You boys want to join the labor union?" and I says, "O.K., we will join the union," we says, so we did. That's all the questions he asked us.

Q. What did it cost you? A. \$56.

Q. What was that for?

A. For joining the labor union.

Q. That was your initiation fee and dues for how long? A. I didn't pay no fees at all.

Q. How much did you pay? [181]

A. Well, the first payment was \$56, that was all I paid.

Q. Did he say that you couldn't work here if you didn't join the union?

Mr. Hartlieb: I object to that, your Honor.

Trial Examiner: I will sustain the objection.

Q. (By Mr. Latimer): Do you remember anything else he said to you?

(Testimony of Mike Rickteroff.)

A. No, he didn't say anything any more.

Q. Just asked if you wanted to join the union?

A. Yes.

Q. Did Gille join also?

A. Yes, Gille joined also, yes.

Q. Anybody else there with you at that time?

A. There was Frank Rickteroff and George Jacko.

Q. Did Frank join too?

A. I think he did, I don't know for sure.

Q. How long did you work here?

A. Seven weeks.

Q. When was the last day you worked?

A. I was up the mountain working on September when I got, then I got infected from my hand.

Q. Then what happened?

A. And there was a doctor here, they had a First Aid doctor who was taking care of my hand for about a week and finally my hand got worse and this doctor says, "You might as well go [182] home," he says. I said, "What am I gonna do if I go home? What if I get worse when I go home?" He said, "What do you want to do?" I said, "I want you to send me to the hospital in Anchorage," Well, the doctor knowed that I had a skin disease. That's what he thought I had, you see. But I got the cement rash; I know myself. So the doctor went and told Jack Rankin. He took Bruce Shumway's place then; Rankin was superintendent afterwards. Jack Rankin believed what the doctor told him.

(Testimony of Mike Rickteroff.)

They thought I had a skin disease. Well, I kept hollering and finally I came back to this Roy Ingram, the labor steward. I told Roy, I said, "I want to get help," I says. "I want the company to send me to the hospital because my hand is infected from cement." Roy says, "I will go see Jack Rankin," which he did. Then they decided to send me to the hospital. The next morning Jack says, "Mike," he says, "we are going to send you to the hospital because your hand is pretty sore," and I said yes. "Well, Mike," he says, "while you are in the hospital you will get paid for all the while you are in the hospital. You will get paid from the company." I says, "O.K., that's very nice." I was in the hospital for three weeks. After three weeks I came back. That was October 22 when I came back here. Well, I got healed up all right, but the skin was kind of thin. Well, I went back to work on the 24th of October. When I went back to work my hand started to breaking out again; after that they had to send me home. That was the last part of October when they [183] sent me home.

Q. Anybody ever tell you that you had to be a member of the union to work up here?

Mr. Hartlieb: I object to that, your Honor.

Trial Examiner: Overruled.

A. No.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison? Do you want to go over your notes?

All right, we will take a short recess. Let me know when you want to go ahead.

(Short recess.)

Trial Examiner: On the record.

Any questions, Mr. Morrison?

Mr. Morrison: No questions.

Mr. Hartlieb: No questions.

Trial Examiner: Will you call your next witness, please?

Mr. Latimer: Mr. Examiner, this is the last witness I have at this time. I expected to have other witnesses here. However, because of the weather they haven't been able to get here. Planes are unable to land and the weather is so rough on the lake that boats are unable to land. So I will not have any other witnesses until the weather abates a bit.

Trial Examiner: Supposing we adjourn until tomorrow morning and see what the conditions will be.

Mr. Morrison: Adjourn subject to call, I take it?

Trial Examiner: I will set a definite hour and then we can discuss this right before that hour. Supposing 9 o'clock tomorrow morning, is that O.K.? Is that agreeable to you?

Mr. Morrison: Fine.

Mr. Hartlieb: That's fine.

Mr. Latimer: O.K.

Trial Examiner: We will stand adjourned until 9 o'clock tomorrow morning.

(Whereupon, at 2 o'clock p.m., Wednesday, September 11, 1957, the hearing was adjourned until tomorrow, Thursday, September 12, 1957, at 9 o'clock a.m.) [185]

Thursday, September 12, 1957

Proceedings

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Mr. Hartlieb: Yes, sir.

Trial Examiner: What is the situation?

Mr. Latimer: Mr. Examiner, we communicated with the air line that was supposed to bring witnesses over here today and the weather at Pile Bay is apparently pretty rough. The pilot said he was not taking off today and he was going to remain there until the weather cleared up and probably wouldn't take off until tomorrow.

I therefore have no witnesses today.

Trial Examiner: What do you suggest we do?

Mr. Latimer: I suggest if we can get air transportation out of here that we go to Iliamna, take the testimony of the available witnesses there and if we can get into Pile Bay, go to Pile Bay and take the testimony of the witnesses there and go on back to Anchorage. I suggest that in the interest of expediting this matter.

Mr. Morrison: I think we had better go off the record for a minute.

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

At the request of counsel we will stand adjourned now [189] until 1:30.

(Whereupon a recess was taken until 1:30 o'clock p.m.) [190]

After Recess

(Whereupon, the hearing was resumed, pursuant to the taking of the recess, at 3 o'clock p.m., in Iliamna, Alaska.)

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Trial Examiner: Do you wish to make a statement for the record, Mr. Latimer?

Mr. Latimer: As I explained earlier over at Big Mountain before we adjourned over there, that there were a number of witnesses available in Iliamna and it was suggested that we come over here to take the testimony of the witnesses here. We are here and the witnesses are here.

Mr. Morrison: By here you mean at Iliamna?

Mr. Latimer: Iliamna.

Trial Examiner: Will you call your first witness, please, or the next witness, rather.

Mr. Latimer: Take the stand, will you?

Trial Examiner: Will you step forward, sir, and be sworn?

ELIA ENOLON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name?

The Witness: Elia Enolon.

Mr. Latimer: Elia Enolon. [191]

(Testimony of Elia Enolon.)

Trial Examiner: And where do you live?

The Witness: Iliamna.

Trial Examiner: You may be seated.

Mr. Latimer, you may proceed with the examination of the witness, who has been duly sworn.

Mr. Latimer: Thank you, sir.

Q. (By Mr. Latimer): During the spring of 1956 did you go to Big Mountain looking for work with Morrison-Knudsen Company up there?

A. Yes.

Q. About when was that?

A. In the springtime.

Q. Spring of 1956? A. Yes.

Q. Do you know who you talked to?

A. The superintendent at Big Mountain.

Q. Do you know what his name was?

A. I forget him.

Q. Do you know if it was Mr. Shumway or not?

A. No.

Q. You mean you don't know whether it was him or not? A. No.

Q. You don't know? A. No.

Q. But you think it was the superintendent?

A. Yes.

Q. Did you fill out an application for work?

A. I did.

Q. Did they put you to work? A. No.

Q. What did he tell you?

A. They said they are going to call us if they need us, that's all.

Q. Did you go back up there at a later time?

(Testimony of Elia Enolon.)

A. Later in the falltime.

Q. When was that? A. Falltime.

Q. In the falltime? A. Yes.

Q. Who did you talk to on that occasion?

A. They hired me.

Q. Do you know what month that was?

A. No.

Q. Didn't you work up there in June?

A. You mean here? I work here in the June month.

Trial Examiner: He means over at Big Mountain, did you work at Big Mountain in June?

The Witness: No.

Trial Examiner: When did you start to work at Big Mountain?

The Witness: October month. [193]

Q. (By Mr. Latimer): You were working for the company here in June, at Iliamna?

A. Yes, I did.

Q. What did you do here?

A. Unload cargoes.

Q. How long did you work in June?

A. I don't know.

Q. How long did it take to get the cargo unloaded? A. Sometime 50 minutes.

Q. About an hour? A. About that.

Q. On how many occasions did you work, how many times did you work unloading cargo?

A. I think, I can't think about it. I don't know how many times I worked.

(Testimony of Elia Enolon.)

Q. Did they ever send for you to work at Big Mountain?

A. They never send for me. Only one day come and ask us for a job, if we want to work, so we go with him.

Q. Where did you go?

A. Big Mountain.

Q. Did you work at Big Mountain?

A. Yes.

Q. When was that?

A. Falltime, September, I think.

Q. September? [194] A. Yes.

Q. How long did you work?

A. A month and a half.

Q. Did you join the union while you were up there? A. I did.

Q. Who did you talk to about that?

A. The union agent at Big Mountain.

Q. What did he say to you?

A. What did he say to me?

Q. Yes.

A. He never said not much about it.

Trial Examiner: Did he say anything?

The Witness: Not much.

Trial Examiner: Then he said something, he said something, didn't he?

The Witness: He never said not much.

Q. (By Mr. Latimer): Did he tell you what it was going to cost you?

A. He tell me how much it is going to cost me.

Q. How much did it cost you? A. \$56.

(Testimony of Elia Enolon.)

Q. You don't remember what he said to you?

A. No.

Mr. Latimer: That's all. [195]

Cross Examination

Q. (By Mr. Morrison): Mr. Enolon, do you remember when you joined the union?

A. I don't know.

Trial Examiner: First you started to work, is that right, and then you joined the union?

The Witness: Yes.

Trial Examiner: How long after you started to work did you join the union?

The Witness: About two weeks after.

Mr. Morrison: No further questions.

Mr. Hartlieb: I have no questions.

Trial Examiner: Any redirect?

Mr. Latimer: No.

Trial Examiner: You are excused. Thank you very much.

(Witness excused.)

FRED OLYMPIC

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name?

The Witness: Fred Olympic.

(Testimony of Fred Olympic.)

Trial Examiner: How do you spell your last name, for the record?

The Witness: O-l-y-m-p-i-c.

Trial Examiner: And where do you live? [196]

The Witness: Iliamna.

Trial Examiner: You may be seated, sir.

Mr. Latimer, you may proceed with the examination of Fred Olympic.

Q. (By Mr. Latimer): Did you go to Big Mountain in the spring of 1956 looking for work?

A. Yes, we fill out applications there.

Q. Who did you go with?

A. I went up there and seen the superintendent, Chuck Wilson was the bookkeeper there, and we filled out an application.

Q. When was that? A. March month.

Q. Around March month? A. Yes.

Q. Who was with you? Who went up there with you? A. There was Elia, Sava.

Q. That's Elia Enolon and Sava Enolon?

A. Yes.

Q. Who else? A. Asseny Melognok.

Q. What did Chuck Wilson tell you?

A. He told us we get first chance when they need men to hire.

Q. And that was in March you say?

A. Yes.

Q. Did you go up after that? [197]

A. Yes, I went up there in the June month, first part of June, and he kept saying couple weeks,

(Testimony of Fred Olympic.)

that kept on and on and on until they had some emergency shipments they land through here.

Q. Did you go to work down here?

A. Off and on when they got planes in.

Q. When the planes would land here?

A. Yes.

Q. Did you help load the planes? A. Yes.

Q. How many times did you help unload the planes?

A. Art Lee has the record of the hours we worked.

Q. Did you ever work at Big Mountain?

A. Yes, I did during the fall, when they came after us we went over there.

Q. When was that?

A. I don't know exact the time we went over.

Q. Last fall do you think it was? A. Yes.

Q. How long did you work there, do you know?

A. Not very long. I didn't work over there very long.

Trial Examiner: Did you work a week?

The Witness: A little over a week.

Q. (By Mr. Latimer): Did anybody talk to you about the union up there? [198] A. No.

Q. You didn't join the union? A. No.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: I have no questions.

Trial Examiner: Mr. Hartlieb?

Mr. Hartlieb: No questions.

Trial Examiner: You are excused. Thank you very much.

(Witness excused.)

Trial Examiner: Will you call your next witness, please, Mr. Latimer?

TREVIN ENDRU

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name, please?

The Witness: Trevin Endru.

Trial Examiner: Where do you live?

The Witness: Iliamna.

Trial Examiner: You may proceed with the examination of this witness, who has been duly sworn.

Q. (By Mr. Latimer): Before you proceed—

Mr. Morrison (interrupting): This man does not appear to be listed on the complaint, Mr. Examiner. And I am going [199] to object to anyone who is not a specified discriminatee.

Trial Examiner: Objection is overruled.

Q. (By Mr. Latimer): Did you go to Big Mountain in the spring of 1956 looking for work?

A. Yes.

Q. Who did you go with?

A. I went all by myself with a dog team.

Q. Who did you talk to up there?

A. I couldn't remember.

(Testimony of Trevin Endru.)

Q. Do you know what his job was?

A. (No answer.)

Q. Do you know whether or not he was foreman or superintendent?

A. Foreman I think.

Q. What did he look like?

A. I couldn't tell you.

Q. Did you talk to him? Did you fill out an application blank?

A. I fill out application.

Q. Did he give you an application to fill out, help you fill it out? A. Yes.

Q. For work up there? A. Yes.

Q. What did he tell you?

A. He told me whenever he need us he is supposed to call us up. [200]

Q. Did he ever call you? A. Last fall.

Q. Last fall. When was this you talked to him? The first time you went up there, when was that?

A. In April month I think.

Q. That's when you first talked to him?

A. Yes.

Q. Did you go back and talk to him later?

A. No.

Q. When did he send for you?

A. I forget, I get hired across Kaknek by Owen Smith——

Q. (Interrupting) Bill Smith did you say?

A. Owen Smith.

Q. Who is he, did he hire you? A. Yes.

Q. Then where did you go?

(Testimony of Trevin Endru.)

A. Big Mountain.

Q. Who did you work for up there, do you know, do you know who your foreman was?

A. Owen Smith.

Q. Owen Smith, was that his name?

A. Yes.

Q. Did anybody talk to you about the union up there? A. No.

Q. Did you join the union? [201] A. Yes.

Q. Who did you talk to about it?

A. I forget that guy.

Q. Was his name Ingram, do you remember?

A. No, I couldn't think of his name.

Q. Would it be Alukas? A. Roy.

Q. Roy Ingram?

A. I think he was the union man.

Q. What did he tell you?

A. He never told me nothing, I joined myself.

Q. How much did it cost you?

A. \$56, I think.

Q. How long did you work up there?

A. A couple of weeks.

Q. Then what happened?

A. I got laid off.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Cross Examination

Q. (By Mr. Morrison): Do you remember when you joined the union?

Trial Examiner: How long after you started to work did you join the union?

(Testimony of Trevin Endru.)

The Witness: A couple weeks, I think; about a week. [202]

Trial Examiner: About what?

The Witness: About a week.

Mr. Morrison: No further questions.

Mr. Hartlieb: No questions.

Trial Examiner: You are excused, sir, thank you.

(Witness excused.)

Mr. Latimer: The next witness, please.

Trial Examiner: Will you kindly step forward and be sworn?

IRA WASSALLIE

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name?

The Witness: Ira Wassallie.

Trial Examiner: How do you spell your last name?

The Witness: W-a-s-s-a-l-l-i-e.

Trial Examiner: You may proceed with the examination of this witness, Mr. Latimer.

Q. (By Mr. Latimer): Did you go to Big Mountain looking for work? A. I didn't go.

Q. You didn't go? A. No.

Trial Examiner: Did you work at Big Mountain?

(Testimony of Ira Wassallie.)

The Witness: I worked when they hire me last fall. [203]

Q. (By Mr. Latimer): Last fall?

A. Yes.

Q. Where did you work?

A. Big Mountain.

Q. Who hired you up there?

A. They hire me from here and I went over there and worked.

Q. How long did you work over there?

A. About a month and a half.

Q. Anybody talk to you about the union up there? A. No.

Q. You didn't join the union?

A. I joined the union.

Q. Who did you talk to about it? Roy Ingram?

A. Yes.

Q. What did he tell you?

A. I worked one week, he tell me to join the union so I joined the union.

Q. What did it cost you? A. \$56.

Q. How long did you work up there?

Trial Examiner: A month and a half he said.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Cross Examination

Q. (By Mr. Morrison): Do you recall what he actually said? Did [204] he ask you if you wanted to join or did he tell you to join?

A. He never tell me to join, I join myself.

(Testimony of Ira Wassallie.)

Q. You joined yourself? A. Yes.

Q. He didn't tell you to join? A. No.

Mr. Morrison: No questions.

Trial Examiner: Any questions?

Mr. Hartlieb: No questions.

Trial Examiner: You are excused, sir. Thank you very much.

(Witness excused.)

Trial Examiner: Call your next witness, Mr. Latimer.

MAXIM WASSALLIE

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name, please?

The Witness: Maxim Wassallie.

Trial Examiner: Where do you live?

The Witness: Iliamna.

Trial Examiner: You may be seated, sir. And Mr. Latimer, the witness has been duly sworn and therefore you may proceed with your examination.

Mr. Latimer: Thank you, sir. [205]

Q. (By Mr. Latimer): Did you go to Big Mountain looking for work last spring?

A. No, March month.

Q. March month? A. Yes.

Q. You went up there in March month?

(Testimony of Maxim Wassallie.)

A. Yes.

Q. Who did you go with? A. With Gust.

Q. Gus Jensen? A. Gabriel Gust.

Q. Who did you talk to up there?

A. I talked to Chuck.

Q. Chuck Wilson? A. Yes.

Q. Bookkeeper? A. (Witness nods head.)

Q. What did he tell you?

A. He told me he was going to hire us later on.

Q. Did you fill out a paper? A. Yes.

Q. Did he help you fill it out? A. Yes.

Q. And told you he would hire you later on?

A. Yes. [206]

Q. Did he hire you later on? A. No.

Q. Did he say he would send for you?

A. He told us he was going to send for us.

Trial Examiner: Did you ever work at Big Mountain?

The Witness: No.

Trial Examiner: You never did?

The Witness: No.

Trial Examiner: Did you work over here for M-K?

The Witness: Yes.

Q. (By Mr. Latimer): What did you do over here? A. Unload the airplane.

Q. How long did you work?

A. About a week.

Q. That was in June month? A. Yes.

Q. And you worked until July, is that right? How many airplanes did you unload?

(Testimony of Maxim Wassallie.)

A. I don't know.

Trial Examiner: One? Or two or three?

The Witness: Every day airplane land twice.

Trial Examiner: Did you do any work unloading planes in July month?

The Witness: No.

Trial Examiner: Just in June? [207]

The Witness: Yes.

Q. (By Mr. Latimer): Did anybody say anything to you about joining the union? A. No.

Mr. Latimer: That's all.

Trial Examiner: Mr. Morrison, any questions?

Mr. Morrison: No questions.

Mr. Hartlieb: No questions.

Trial Examiner: You are excused. Thank you very much.

(Witness excused.)

Trial Examiner: Mr. Latimer, will you kindly call your next witness.

SAVA ANELON

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name?

The Witness: Sava Anelon.

Trial Examiner: Where do you live?

The Witness: Iliamma.

(Testimony of Sava Anelon.)

Trial Examiner: Mr. Latimer, you may proceed with the examination of this witness.

Q. (By Mr. Latimer): Did you go to Big Mountain looking for work? A. Yes. [208]

Q. When did you go up there?

A. March month.

Q. 1956? A. Yes.

Q. Who did you talk to? A. Chuck Wilson.

Q. Who did you go with?

A. With dog team.

Q. Who went up there with you? A. Fred.

Q. Fred Olympic? A. Yes.

Q. Did you fill out an application? A. Yes.

Q. Did Chuck Wilson help you fill it out?

A. Yes.

Q. What did he tell you?

A. He tell me he going to hire me June 1st, somewhere around June 1st, then I sign up papers and everything.

Q. Did he say he would send for you?

A. Yes.

Q. Did he ever send for you? A. No.

Q. Did you work down here? A. Yes.

Q. What did you do down here? [209]

A. Plane, unload plane.

Q. How many times did you do that?

A. Let's see, about maybe three times a day.

Q. How many days? A. About a week.

Q. Anybody say anything to you about joining the union? A. No.

Q. You didn't join the union? A. No.

Mr. Latimer: That's all.

Trial Examiner: Mr. Morrison, any questions?

Mr. Morrison: No questions.

Mr. Hartlieb: No questions.

Trial Examiner: You are excused. Thank you very much.

(Witness excused.)

Trial Examiner: Mr. Latimer, will you call your next witness.

EVAN TRETIKOFF

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name, please?

The Witness: Evan Tretikoff.

Trial Examiner: Where do you live, sir? [210]

The Witness: Newenham.

Trial Examiner: Mr. Latimer, you may proceed with the examination of this witness, who has been duly sworn.

Q. (By Mr. Latimer): Did you go to Big Mountain looking for work?

A. I never did go there, I signed papers, that's all.

Q. Where, here? A. Yes.

Q. To work at Big Mountain?

A. Got form that's all I signed, that's all.

Trial Examiner: He signed a form.

(Testimony of Evan Tretikoff.)

Q. (By Mr. Latimer): You signed a form here?

A. Yes.

Q. To work here?

A. To work at Big Mountain.

Q. When was that?

A. I forgot the date. I don't know what month I sign that paper.

Q. Last spring or summer sometime?

A. Last spring.

Q. 1956? A. Yes.

Q. Who did you talk to when you signed the paper? A. I get from Jack Drew.

Q. Was he working over there?

A. I guess he was working over there.

Q. You say he was working over there? [211]

A. I guess he was working over there.

Q. Did you work at Big Mountain?

A. No, I never work at Big Mountain yet.

Mr. Latimer: That's all.

Trial Examiner: Did you join the union?

The Witness: No.

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: I have no questions.

Trial Examiner: Mr. Hartlieb?

Mr. Hartlieb: No.

Trial Examiner: You are excused.

(Witness excused.)

Trial Examiner: Will you call your next witness, please?

Mr. Latimer: I have no further witnesses.

Trial Examiner: What is your pleasure now, or should we go off the record?

Mr. Latimer: Let's go off the record, yes.

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Mr. Latimer, will you kindly call your next witness.

JACK DREW

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows: [212]

Direct Examination

Trial Examiner: What is your name, please?

The Witness: Jack Drew.

Trial Examiner: Where do you live?

The Witness: Iliamna, here.

Trial Examiner: Mr. Latimer.

Q. (By Mr. Latimer): Did you go to Big Mountain in the spring of 1956 looking for work?

A. Yes, I worked over there.

Q. Who did you talk to over there?

A. The first one that hired me was, what is his name, he was the superintendent.

Q. Was it Mr. Shumway? A. Don Wolfe.

Q. When did you start working up there?

A. It was early in the fall anyhow. It was the first year that they started up.

Q. That was '55, wasn't it? A. Yes.

Q. Did you work in '56? A. Yes.

(Testimony of Jack Drew.)

Q. Did you talk to anybody about the union over there?

Mr. Hartlieb: I object, your Honor. We have had a lot of leading questions, but I think this witness——

Trial Examiner (Interrupting): He is just calling his attention to the topic. I will overrule the objection. [213]

Q. (By Mr. Latimer): Did you talk to anybody about the union over there?

A. It was mentioned quite a bit.

Q. Who did you talk to?

A. Quite a few from the outside.

Q. Did you talk to the job steward over there?

A. Yes.

Q. Do you know what his name was?

A. They had so many of them. One was Roy.

Q. Roy Ingram? A. Yes.

Q. About when was that?

A. That was in '56 in the winter he was job steward.

Q. Is that when you joined the union?

A. I joined it about a month after I went to work.

Q. Did anybody ever tell you you had to join the union?

A. They mentioned it and they said if you wanted to keep on working you would have to join the union.

Q. Who told you that?

A. The job steward.

(Testimony of Jack Drew.)

Q. Was that Ingram? A. Somebody else.

Q. Alukas?

A. It probably was Alukas, yes.

Mr. Latimer: That's all. [214]

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: I have no questions.

Cross-Examination

Q. (By Mr. Hartlieb): When did you start to work over there, Mr. Drew?

A. I don't recall the month.

Q. Was it in 1955? A. Yes.

Q. Did you join the union in 1955?

A. That fall.

Mr. Hartlieb: This witness's testimony, I move that it be stricken. It isn't relevant here.

Trial Examiner: You mean because of the six-month limitation?

Mr. Hartlieb: Yes, sir. This charge was filed in October of 1956.

Trial Examiner: I know when it was filed.

Mr. Latimer: Let me ask him this before you rule on it, when did Alukas tell you this, if you remember?

The Witness: I don't recall.

Trial Examiner: Do you know what year?

The Witness: It was in '55.

Trial Examiner: How soon after you started to work did you have this talk with Alukas?

The Witness: It wasn't a talk. [215]

(Testimony of Jack Drew.)

Trial Examiner: How long after you started to work?

The Witness: About a month afterward.

Trial Examiner: All right, go ahead, Mr. Latimer.

Q. (By Mr. Latimer): And when did you start to work?

A. It was early in fall, I started to work. They took me down to Naknek first, I was on a boat first, I forget what month.

Q. When did you join the union?

A. It was in September I think.

Q. '55? A. Yes.

Mr. Latimer: Nothing else.

Trial Examiner: What about the motion to strike on account of the——

Mr. Morrison (Interrupting): The employer joins in that motion.

Mr. Latimer: I think it is well to leave it in the record for background. It is six months prior to the filing of the charge, that certainly can't be considered as evidence.

Trial Examiner: You mean six months prior to the filing of the charge you are not introducing this evidence as a basis for the finding of unfair labor practice, but merely for the purpose of background, is that right?

Mr. Latimer: For the purpose of background, and I think it will also show that that was probably the feeling of the people that worked up there.

Mr. Morrison: I object to it. [216]

Trial Examiner: Do you want it for background

(Testimony of Jack Drew.)

or for the basis of a finding of unfair labor practice?

Mr. Latimer: I don't see how you can use it for a finding of an unfair labor practice.

Trial Examiner: You are absolutely right there. You are just introducing for background purposes?

Mr. Latimer: Yes, sir.

Trial Examiner: The motion to strike is denied and the testimony is received only for the purpose of background and not for the purpose of, as a basis for any finding of unfair labor practice.

Q. (By Mr. Latimer): Let me ask you this—

Trial Examiner (Interrupting): Wait a minute, Mr. Hartlieb hasn't finished with his examination.

Mr. Hartlieb: I have no further questions.

Trial Examiner: You may proceed.

Cross-Examination

Q. (By Mr. Morrison): Did you ever discuss joining the union with any company personnel?

A. No.

Mr. Morrison: No further questions.

Redirect Examination

Q. (By Mr. Latimer): Did you discuss with other natives at work up there, did you ever discuss the union with them? [217]

A. There was three or four of them joined from around here.

Trial Examiner: Don't use the word "discuss", use "talk".

(Testimony of Jack Drew.)

The Witness: I didn't discuss.

Q. (By Mr. Latimer): Did you talk about the union?

A. I mentioned it one of a few time. I said it was the best thing to do because you could get a job all over.

Q. Was that the feeling of the natives up there, that they had to join the union?

A. That wasn't the feeling. They could work if they wanted to, I think. I don't think there was no club over their head.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: No questions.

Trial Examiner: Mr. Hartlieb?

Recross-Examination

Q. (By Mr. Hartlieb): Mr. Drew, did you ever have a feeling that you had to join the union?

A. No, I didn't. It was for my advantage, I think.

Q. For your advantage, and is that the reason you joined? A. I think so, yes.

Mr. Hartlieb: I have no questions.

Trial Examiner: You are excused. Thank you very kindly.

(Witness excused.)

Mr. Latimer: That's my last witness, Mr. Examiner.

Trial Examiner: Off the record. [218]

(Discussion off the record.)

Trial Examiner: On the record.

Mr. Latimer: I will call one more witness.

ROBERT DREW

a witness called by and on behalf of General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner: What is your name, sir?

The Witness: Robert Drew.

Trial Examiner: Where do you live?

The Witness: Iliamna.

Trial Examiner: You may be seated, sir. And, Mr. Latimer, you may proceed with the examination of Mr. Drew, who has been duly sworn.

Q. (By Mr. Latimer): Did you ever work for Morrison-Knudsen at Big Mountain?

A. Yes, I have.

Q. When did you start working for them?

A. On October 10th.

Q. Of '55? A. '55.

Q. Where were you working at that time?

A. I worked here for two months.

Q. What were you doing here?

A. I was hauling freight from out the field into the beach and put on the scow. [219]

Q. Did you later work at Big Mountain?

A. Yes, I did.

Q. When did you go to work over there?

A. Somewheres around December 10th or so, I wouldn't say what day, but it was somewheres around there.

(Testimony of Robert Drew.)

Q. December of '55? A. '55.

Q. How long did you work at Big Mountain?

A. Until May 29th.

Q. '56? A. '56.

Q. Did you join the union while you were working at Big Mountain? A. Yes, I did.

Q. When did you join the union?

A. February.

Q. Of '56? A. '56.

Q. Did you have a conversation with anyone over there about joining the union?

A. No, I didn't. I did, they told me that I would have to join the union within 30 days or else I wouldn't have any more job.

Q. Who told you that? [220]

A. The labor steward.

Q. Do you know who that was?

A. I don't recall his name.

Q. Do you know if it was a man by the name of Alukas or not? Ingram?

A. No, not Ingram, Alukas.

Q. He was job steward at that time?

A. Yes.

Q. Was he made foreman while you were working over there?

A. Not that spring, but that fall he was.

Mr. Latimer: That's all.

Mr. Hartlieb: I would like to make an objection to the testimony—

Trial Examiner (Interrupting): You introduce this for background?

(Testimony of Robert Drew.)

Mr. Latimer: No, sir.

Q. (By Mr. Latimer): When did you talk to Alukas, when did he tell you that?

A. Sometime in early February, first few days of February.

Q. '56? A. '56.

Trial Examiner: Is this background?

Mr. Latimer: No, sir.

Trial Examiner: It can't be anything but. The charge was filed in October. [221]

Mr. Latimer: Background.

Trial Examiner: Your motion, Mr. Hartlieb, is denied. I will take this evidence for background purposes and not as a basis of any finding of an unfair labor practice.

Cross-Examination

Q. (By Mr. Morrison): Did you ever talk to any company personnel about the necessity, about having to join the union or whether you should or not? A. No, I haven't.

Mr. Morrison: I have no further questions.

Trial Examiner: Mr. Hartlieb?

Mr. Hartlieb: May I have just a second?

Trial Examiner: Sure.

Cross-Examination

Q. (By Mr. Hartlieb): Was October 10, 1955, the first time you ever worked for Morrison-Knudsen Company? A. Yes, it was.

Mr. Hartlieb: I have no further questions.

Trial Examiner: Any questions?

Mr. Latimer: No questions.

Trial Examiner: You are excused.

(Witness excused.)

Mr. Latimer: The General Counsel rests.

Trial Examiner: The General Counsel has rested his case.

What is your pleasure, gentlemen? [222]

Mr. Hartlieb: I move we adjourn to Anchorage.

Trial Examiner: When?

Mr. Morrison: Immediately, and convene tomorrow at the Examiner's pleasure.

Trial Examiner: We will stand adjourned now until 10 o'clock tomorrow morning——

Mr. Latimer (Interrupting): The librarian told me we could not use the library Friday, we can have it Saturday, but we will have to find some place else to convene in Anchorage Friday.

Trial Examiner: In the meantime we will adjourn to the lobby of the Westward Hotel at 10 o'clock tomorrow morning in Anchorage. In the meantime, Mr. Latimer will try to locate a hearing room for us.

Is that agreeable to you, Mr. Latimer?

Mr. Latimer: Yes, sir.

Trial Examiner: And to you, Mr. Morrison?

Mr. Morrison: That is agreeable.

Trial Examiner: And you, Mr. Hartlieb?

Mr. Hartlieb: Yes, sir.

Trial Examiner: We will adjourn until 10 o'clock tomorrow morning.

(Whereupon, at 4 o'clock p.m., Thursday, September 12, 1957, the hearing was adjourned until tomorrow, Friday, September 13, 1957, at 10 o'clock a.m.) [223]

Anchorage, Alaska
Friday, September 13, 1957
Proceedings

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Mr. Hartlieb: Yes, sir.

Mr. Morrison: Respondent employer is ready, Mr. Examiner.

Mr. Hartlieb: Respondent union is ready, sir.

Mr. Latimer: Mr. Examiner, yesterday I announced on the record that general counsel had rested. However, at that time I did not expect another witness to appear.

Mr. Wyman, who works down at Yakataga, was under subpoena. I tried Tuesday morning, when we recessed here in Anchorage, to notify him not to come up here, however, he didn't get the telegram. He came, and, if it is agreeable to the Examiner, I would like to put Mr. Wyman on and take his testimony inasmuch as he has appeared.

Trial Examiner: Very well.

Will you step forward, sir, and be sworn.

Mr. Morrison: We object to general counsel's case being reopened, he having rested.

Trial Examiner: I will overrule the objection.

Will you step forward, sir.

WILLIAM A. WYMAN

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows: [229]

Trial Examiner: What is your name, sir?

The Witness: William A. Wyman.

Trial Examiner: Where do you live, Mr. Wyman?

The Witness: Seattle, Washington.

Trial Examiner: You may be seated, sir.

Mr. Latimer, you may proceed with the examination of Mr. Wyman, who has been duly sworn.

Direct Examination

Q. (By Mr. Latimer): Mr. Wyman, did you have occasion to come to Anchorage and seek employment with Morrison-Knudsen in the spring of 1956? A. Yes.

Q. When did you come up here?

A. It was June 12, 1956.

Q. What did you do when you got to Anchorage?

A. Well, I called up the office for Contract 1787 of Morrison-Knudsen and told them I was there as I was directed to do in the telegram.

Q. Previous arrangements had been made for your employment with Morrison-Knudsen, is that correct?

A. Yes, by Mr. Everett Noel, Alaska Freight Lines.

Q. You reported in to Morrison-Knudsen. Tell us your best recollections of what happened when you reported to the Morrison-Knudsen office. Who

(Testimony of William A. Wyman.)

did you see? What was said? Who was present, and when was it? [230]

A. I went down at 8 o'clock in the morning.

Trial Examiner: What date?

The Witness: I believe it was the 13th of June.

Mr. Latimer: 1956?

The Witness: 1956.

A. (Continuing): And I sat down and waited for a while. Then I went in and talked to Mr. Shaw.

Q. (By Mr. Latimer): Who is Mr. Shaw?

A. I believe it was that gentleman sitting over there.

Q. Mr. King?

A. Maybe it was Mr. King. I am not entirely clear on that matter and I can't say definitely as to who I talked to. I was instructed to see either Mr. Erickson, Mr. Pritchard, or Mr. Shaw.

Trial Examiner: Mr. Morrison, will you kindly state for the record, if you know, what Mr. Shaw's first name is?

Mr. Morrison: I am advised that the name is Leonard R. Shaw.

Trial Examiner: Would you ascertain for us what his position with M-K was in June of 1956?

Mr. Morrison: He was not employed by us at that time, so possibly the witness has mis-recollections.

The Witness: That's very possible. Now that the name of Mr. King is mentioned, it is kind of familiar.

(Testimony of William A. Wyman.)

Trial Examiner: Will you kindly state for the record Mr. King's first name?

Mr. Morrison: Mr. C. E. King.

Trial Examiner: What was his position with M-K in June of 1956?

Mr. Morrison: Assistant Project Manager for Contract 1787, which was the White Alice Projects.

Trial Examiner: Do you accept that?

Mr. Latimer: Yes, sir.

Q. (By Mr. Latimer): Tell us what happened, Mr. Wyman.

A. At any rate, whoever I talked to asked me a few questions about the football team and what not and told me that the other four men had gone out yesterday and that I would be going out the following day and told me that I would be going too, and told me that I would need a dispatch slip. They said that I would have to get that from the local union, and they said that after I got my dispatch slip, I could go back to the hotel and wait until the following morning when I could take a limousine out to the airfield and take a plane to the job site.

Q. Do you recall whether you talked to a Mr. Brady at the Morrison-Knudsen personnel office?

A. I believe it was a Mr. Brady, yes. If I am not mistaken, the office was shared possibly by Mr. Brady and Mr. King, but, there again, I am not certain. I spent possibly fifteen minutes in the office.

Q. Do you remember who told you that you had

(Testimony of William A. Wyman.)

to go over [232] and get a dispatch slip from the union?

A. I couldn't testify to the exact person who told me that, no.

Q. Do you know whether or not it was someone who appeared to be in a supervisory position—

Mr. Morrison (Interrupting): Objection.

Trial Examiner: I will sustain the objection.

Could you tell us who you now recollect told you about going to the union?

The Witness: Well, I couldn't, to justify both parties, I couldn't honestly—

Trial Examiner (Interrupting): What both parties?

The Witness: Mr. Latimer and Mr. Morrison, I believe. I couldn't honestly—

Trial Examiner (Interrupting): I am not talking about Latimer and Morrison.

The Witness: Well, to answer your question, no.

Trial Examiner: Was it Mr. King or Mr. Brady, one of the two?

The Witness: I would venture to say one of the two, yes.

Trial Examiner: And what is Brady's first name?

Mr. Morrison: Sean.

Trial Examiner: Go ahead.

Mr. Latimer: All right. [233]

Q. (By Mr. Latimer): Tell us what happened.

A. As I said before, they told me I would get a dispatch slip from the union.

Q. Did you go to the union? A. Yes.

(Testimony of William A. Wyman.)

Q. Who did you talk to over there?

A. I have forgotten the name.

Q. This gentleman here, Mr. Groothuis, Mr. Harold Groothuis? A. Yes.

Q. At the union hall? A. That's right.

Q. Did he take your application for membership in the union? A. Yes.

Q. Did you have a conversation with him at that time? A. Yes, we had a conversation.

Q. Tell us what was said.

A. We talked about the football status of the University of Washington and we discussed work generally in Alaska, and then he told me what it would cost a year to join the union and gave me the application blank. He also told me the initiation fees, cost of the initiation fees.

Q. Do you remember what kind of application blank you filled out, to join the union, I mean?

A. I would probably recognize it if I saw it.

Q. I show you what has been introduced in evidence as [234] General Counsel's Exhibit 6 and ask if you can identify that. Is that the type of application you signed when you made the application for membership in the union, do you recall?

A. I believe so.

Q. Did Mr. Groothuis tell you what it was going to cost you?

A. Yes, he told me what the initiation fees were and then I asked him what the yearly dues were.

Q. How much did he tell you?

A. Fifty dollars initiation fee, if I am not mis-

(Testimony of William A. Wyman.)

taken, and it was \$48, or was at that time, a year, \$6 during a certain period and \$2 a month during another period.

Q. Did you make arrangements to pay those dues and fees at that time? A. Yes.

Q. What arrangements did you make?

A. Well, I told him that I didn't have the year's dues or the initiation fee at the present time and he said that when I got out on the job I could give it to the dispatcher, or the union, I could give my dispatch slip and my fees to the union representative out there.

Q. Did you do that? A. Yes, sir.

Mr. Latimer: Your witness.

Trial Examiner: Any questions, Mr. Morrison?

Cross-Examination

Q. (By Mr. Morrison): Mr. Wyman, you say you can not recall who you talked to from Morrison-Knudsen?

A. I couldn't say to be absolutely sure, no, because I didn't pay any attention to it, and the fact that my association with him was pre-arranged, limited, and I knew that I would soon be on my way and probably have no contact with the man again.

Q. In the course of — this conversation lasted how long with the Morrison-Knudsen person you talked to?

A. At the utmost, fifteen minutes.

Q. Can you state whether in fact you asked him

(Testimony of William A. Wyman.)

about whether you could join the union or whether he asked you, told you to join the union, do you recall that?

A. Certainly. Nobody told me to join the union. At no such time did I ever feel that there was anybody telling me to join the union. I came to Alaska with idea that I would join the union because I intended to work here during the summer, or just as long as I can, because it is the only way I can go to school, and I know that Alaska is in effect not a closed shop and that I didn't have to join the union.

Q. You knew you did not have to?

A. Certainly, I was aware of that.

Q. So would you characterize the conversation with this Morrison-Knudsen representative concerning your joining the [236] union as his directing you where to join the union? A. Yes.

Q. But you joined the union of your own volition?

A. I can honestly state that nobody told me to join the union.

Q. And was it after you inquired and indicated, if you did, that you were going to join the union, that he sent you there for a dispatch slip? By "he", I mean the person who was interviewing you.

A. There, again, I would say it was just a mutual understanding. I had been told before by many people that I would be in the union when I came to Alaska, and I am sure that if Mr. Brady or

(Testimony of William A. Wyman.)

Mr. King were the ones I talked to, why, they assumed, possibly, that I would join the union.

Q. I don't want their assumptions. I want what you recall they told you and you told them.

A. I told them nothing. They told me that as soon as I got my dispatch slip that I would be free for the rest of the day. Now the word "union" was never mentioned, not while I was at the office.

Q. What was the dispatch slip for, then?

A. A dispatch slip from the union, but the words, "joining the union" were never mentioned. I can say that.

Q. When you went up to the union to get a dispatch slip, did you ask them whether you could get a slip without joining? [237]

A. No, I didn't.

Q. Did you know whether you could get a slip without joining?

A. No, I didn't know that many details about it. I knew that a person was free to work without joining the union, but I didn't know that he could get the dispatch slip.

Q. Then you did not ask whoever interviewed you from M-K if you could go to work without going through the union, did you?

A. No, I didn't do that.

Mr. Morrison: I have no further questions.

Cross-Examination

Q. (By Mr. Hartlieb): Mr. Wyman, in your own mind, did you have a job when you came to Alaska? A. Yes.

(Testimony of William A. Wyman.)

Q. Directing your attention to your conversation with Mr. Groothuis on the 13th of June, 1956, did Mr. Groothuis tell you that you had to join a union? A. Definitely not.

Q. Do you remember who first brought up the—when you were talking to Mr. Groothuis, I gather from your direct examination that you first visited and discussed the football situation at the University of Washington, do you recollect who first brought up the subject of the union? Whether it was yourself or Mr. Groothuis? [238]

A. I couldn't answer that in all fairness to both of us. I couldn't be that positive on it.

Q. But you are sure that Mr. Groothuis never told you you had to join the union?

A. I can definitely testify to that.

Trial Examiner: What was the first thing you said to Mr. Groothuis when you met him the first time?

The Witness: Of any significance?

Trial Examiner: Yes.

The Witness: I should assume——

Trial Examiner (Interrupting): Not what you assume, what you recollect.

The Witness: I don't recollect saying——

Trial Examiner (Interrupting): Did you tell him why you were there?

The Witness: I possibly might have.

Trial Examiner: What is your best recollection? Now, take a few minutes and just see what you recollect.

(Testimony of William A. Wyman.)

Mr. Hartlieb: May I ask the witness a question?

Trial Examiner: Wait a minute until he answers mine, please.

The Witness: I would recollect that I asked him something pertinent to the joining of the labor union.

Trial Examiner: Did you tell him why you came to the union, what you wanted to get? [239]

The Witness: I believe that I might have stated that I came for a dispatch card.

Trial Examiner: You didn't go there to sell magazines, did you?

The Witness: No, I didn't go there to sell magazines.

Trial Examiner: With that understanding, now, can you remember how you introduced yourself?

The Witness: I probably introduced myself as Mr. Wyman and said I was after a dispatch slip to Aniak.

Trial Examiner: That's your best recollection?

The Witness: I would say so.

Trial Examiner: Go ahead, Mr. Hartlieb.

Mr. Hartlieb: I have no questions.

Trial Examiner: Mr. Latimer, any questions?

Redirect Examination

Q. (By Mr. Latimer): While you were at the M-K building talking to Mr. Brady or Mr. King or whoever you talked to there, did you recall whether or not the gentleman you talked to made a phone call to the labor union?

(Testimony of William A. Wyman.)

A. Yes, he did.

Q. Tell us what you remember about that.

A. He called and said that, "We have a man up here, Bill Wyman, and he is going out to Aniak to work, and he needs a dispatch slip."

Q. Do you know who he talked to at the labor union? [240]

A. No, I don't.

Q. Does the name "Harold" mean anything to you?

A. I know Harold McFarland, only because he happens to sign my card.

Q. Does "Harold Groothuis" mean anything to you?

Mr. Hartlieb: Your Honor, I object to this. I don't see the relevancy of this.

Trial Examiner: Overruled.

A. Not the particular incident you are talking about, Mr. Latimer.

Q. (By Mr. Latimer): What is your best recollection of the telephone conversation made between Morrison-Knudsen's office and the union at the time you were there?

A. Well, Mr. Brady or Mr. King just called up on the phone and asked for the union office. I believe they had an operator who gave them the union office, and other than that—

Q. (Interrupting): After you got over to the union hall, did you talk to this man "Harold"?

A. Yes, sir.

Q. Is this the gentleman here that you talked to, Mr. Groothuis? (Indicating Mr. Groothuis.)

(Testimony of William A. Wyman.)

A. Yes.

Q. Do you recall your statement to him about college students being members of the union?

A. Yes, I can recall conversation with him. [241]

Q. Tell us your best recollections of that conversation.

A. Well, that was before I filled out the application. I had asked him about the dispatch slip and he said, "Well, we will get the dispatch slip for you as soon as we fill out the application." And, he said, "We would like for you to join the union this summer since the halls are terrifically filled up and we are putting you people out on the job," which was obviously in front of the fellows who were waiting, I should believe, and he said, "We would like for you to join the union." I believe I said, "Certainly. I came up here with the intention of joining the union."

Mr. Latimer: That's all.

Trial Examiner: Any questions?

Mr. Morrison: No questions.

Trial Examiner: Mr. Hartlieb?

Mr. Hartlieb: No questions.

Trial Examiner: You are excused, Mr. Wyman.

(Witness excused.)

Trial Examiner: Have you any other witnesses you wish to call at this time?

Mr. Latimer: General counsel rests, Mr. Examiner.

Trial Examiner: What is your pleasure, Mr. Morrison?

Mr. Morrison: Well, the respondent, Morrison-Knudsen, will proceed then with the defense.

Trial Examiner: Beg pardon? [242]

Mr. Morrison: I would first like to make a motion to dismiss this proceeding against the respondent, Morrison-Knudsen, for the reason that there has been no evidence in support of any facts which would constitute a violation as specified in the complaint as issued by the general counsel.

Mr. Latimer: Of course, I will object to that, Mr. Examiner.

Trial Examiner: That's denied.

Mr. Hartlieb: Mr. Trial Examiner, I would like to make a motion to dismiss on behalf of respondent Local 341, on the grounds that they haven't proved there was any tacit understanding or agreement between the respondents as alleged in the complaint. There is no proof that there is any compulsion or coercion on the part of 341 either as to discriminaties or as to respondent, Morrison-Knudsen.

Trial Examiner: Before I rule on that motion, could the parties stipulate the approximate number of employees at the Big Mountain project who came under the jurisdiction of Local 341, that is, the approximate number of employees during the months of June, July, August, and September, 1956?

Mr. Hartlieb: May we go off the record a minute, Mr. Examiner?

Trial Examiner: All right. Off the record.

(Discussion off the record.)

Trial Examiner: On the record. [243]

Mr. Hartlieb: If I may, I would like to have a further stipulation. It is a part of this stipulation, actually. We have a record of the people that worked out there that were union people and which were not union members. I think that probably would be——

Trial Examiner: I only wanted the approximate number in order to rule upon your motion to dismiss. Now will you just let it go at that?

Mr. Hartlieb: Yes, sir, sorry, sir.

Trial Examiner: And I understand the parties are willing to stipulate that during June, July, August, and September, 1956, the number of laborers coming within the jurisdiction of Local 341 ranged from nineteen to forty-four. Is that correct?

Mr. Latimer: That's agreeable to me, Mr. Examiner.

Mr. Morrison: That's correct, Mr. Examiner.

Trial Examiner: Do you so stipulate, Mr. Hartlieb?

Mr. Hartlieb: I so stipulate.

Trial Examiner: I will grant Mr. Hartlieb's motion to dismiss.

Mr. Latimer: I object to that.

Trial Examiner: The only evidence which might tend to tie in the union with the allegations of the complaint is some testimony by Denton R. Moore, and it seems strange to me that he was the only witness who testified that he was told to join [244]

the union by any official of the union before he could go to work, and, even if it is so, and I am not passing upon that point because I don't think it is necessary, it is only an isolated incident and I see no reason to put the union to its proof or its defense. Therefore, each and every allegation of the complaint with respect to the union is hereby dismissed.

Mr. Hartlieb: Thank you, Mr. Hearing Officer.

As I understand it, we can be excused from the hearing at any time?

Trial Examiner: Certainly.

Mr. Morrison: In view of the Hearing Officer's ruling, may we confer briefly?

Trial Examiner: We will take a short recess. Let me know when you are ready to proceed.

(Short recess.)

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Morrison: We are ready to proceed, Mr. Examiner.

Mr. Latimer: Let the record note my exception to the ruling.

Trial Examiner: Will you call your first witness, please?

Mr. Morrison: Mr. Einar Erickson will resume the witness stand.

You have already been sworn?

Mr. Erickson: Yes, I have. [245]

EINAR W. ERICKSON

a witness called by and on behalf of the Respondent, having been previously sworn, was recalled and testified as follows:

Direct Examination

Q. (By Mr. Morrison): I believe it is in the record that you are District Manager for the District of Alaska for M-K. A. Yes.

Q. Is that the top executive position for Morrison-Knudsen in the Alaska district?

A. It is.

Q. And what is the scope of your authority in that position and the nature of your duties?

Trial Examiner: You mean at the present time, or in the spring and summer of 1956?

Q. (By Mr. Morrison): When did you become District Manager?

A. I think about 1954 or 1953. I was District Manager at the time of this particular incident.

Q. You were District Manager in 1955 and 1956 and to date? A. Yes.

Q. Have your duties remained the same?

A. Yes, sir.

Q. State generally what the scope of your authority and nature of your duties are.

A. Subject only to direction from the General Manager of the company in Boise, Idaho. Except on incidental matters [246] from time to time, I am complete boss of everything that goes on up here. By everything, I mean policy, direction and so forth.

(Testimony of Einar W. Erickson.)

Q. Mr. Erickson, are you also associated with the Associated General Contractors? A. I am.

Q. What is the Associated General Contractors?

A. A national organization of contractors in the construction business.

Q. Does it have a local chapter?

A. It does.

Q. And that is designated as what?

A. The Alaska Chapter, Associated General Contractors.

Q. Do you have a position in that organization as an individual? A. I do.

Q. I take it that M-K is a member of that organization. A. Yes.

Q. What is your position as an individual with the Alaska Chapter?

A. I am a director of the Alaska Chapter.

Q. Do you have any functions in the negotiations of contracts? A. I do.

Q. And what is that function? [247]

A. Well, the directors constitute the negotiating committee of the Alaska Chapter of AGC. I can be wrong on that because I have also attended or given my proxy to someone to attend and take it as a matter of course. I think all directors are one and the same as a negotiating committee, however.

Q. Mr. Erickson, who establishes the employment policies for Morrison-Knudsen Company?

A. In Alaska?

Q. Yes. A. I do.

Q. When I refer to anything involving Morri-

(Testimony of Einar W. Erickson.)

son-Knudsen Company, until otherwise specified, I am referring to the Alaska operations in the Alaska District.

Mr. Erickson, describe the nature of work that Morrison-Knudsen does.

A. All types of construction. We are general contractors. We do heavy construction and building construction.

Q. What do you mean by "heavy construction"?

A. Heavy construction is grading work, paving work, tank work, everything in the way of construction, actually, that isn't building a building.

Q. Does it for the most part involve moving dirt, rock?

A. A great bulk of our heavy construction effort is moving dirt and rock and pavement.

Q. What type of equipment do you utilize in that type of construction?

A. Power shovels, tractors, graders, compressors, rock drills.

Q. Is this equipment expensive? A. Very.

Q. Where do you get employees to operate this equipment in your employ usually?

A. We get our operators almost entirely from the union halls.

Q. And why do you get them almost entirely from the union halls?

A. The most skilled, best trained people come out of the halls. The equipment is valuable, and to take a power shovel which costs \$125,000, you

(Testimony of Einar W. Erickson.)

are not going to get an unskilled person on that shovel.

Q. Do you get direct applications from individuals for positions? A. Once in a while.

Q. Are those persons hired?

A. Very seldom unless we know them, know their history and background.

Q. If you know them——

A. (Interrupting): If we know them and need a man, we hire them.

Q. Now, what, insofar as you are concerned, is the union's [249] function when you request men from them? A. To give them to us.

Q. What do you mean by "to give" them to you?

A. Well, if, as an example, we want a particular shovel runner to do a particular job, we call the union and want the shovel runner. They go out and find the man and dispatch him to us.

Q. Do they also serve another function if you do not have a particular shovel runner in mind?

A. If we don't make a name call or if the name call that we make is unavailable, they try to select the best and most capable man they have to give to us.

Q. Do you find their selections reliable from the standpoint of the skill and capabilities of the employees supplied for the specified job?

A. Yes.

Q. You mentioned "name calls." Why do you call the union for an individual whom you have

(Testimony of Einar W. Erickson.)

in mind to employ rather than contacting the individual directly, if you do?

A. Among other things, the union has generally got a better knowledge of where to locate that employee in a hurry than we do.

Q. Now, Mr. Erickson, what is the policy of Morrison-Knudsen Company insofar as requiring or not requiring union membership as a condition of employment? [250]

A. We have no requirement that a person to be employed be a member of a union, nor do we stipulate that he shall become a member of the union if he isn't one.

Q. To your knowledge, has anyone been refused employment because they did not or would not belong to the union?

A. I have no recollection of a single case of that happening since I have been in Alaska.

Q. Now, when you called the union to supply men, either named or unnamed, it is my understanding that the union gives that man a dispatch slip. What is the function of the dispatch slip insofar as you are concerned?

A. Well, I personally don't worry too much myself about dispatch slips, so I can only believe that the dispatch slip would be an indication that that is the man that the union sent to us. If he didn't have a dispatch slip, we would have fourteen guys on our porch every morning saying they had been sent by the union and they are the one we are supposed to take.

(Testimony of Einar W. Erickson.)

Q. In other words, a dispatch slip is a method of control and identification of the man whom the union supplies? A. That is correct.

Q. Do you know whether the dispatch slip indicates that the man is or is not a member of the union? A. No, I don't know that.

Q. When you receive a dispatch slip, do you make any inquiries as to whether in fact the man is or is not a member of the union? [251]

A. No.

Q. Now in the early part of 1956, what was the nature of the employee requirements? By early part, I mean, well, first let me ask, when did you start construction work in 1956?

A. Oh, I think we began to hire in March, rather a slow build-up. It became quite heavy in May. It gradually built up from March on.

Trial Examiner: This is at Big Mountain?

Mr. Morrison: This is generally now, Mr. Examiner.

Trial Examiner: Okay.

Q. (By Mr. Morrison): And what was the type or classification of employees who were hired in March?

A. Generally, in March we were hiring operators, particularly tractor operators, and were beginning to shove the snow out of the way so we could uncover the camps so we could get ready to go on all of our jobs. Then, repair mechanics, oilers, cooks, a few carpenters.

(Testimony of Einar W. Erickson.)

Q. And what is the major source of supply of these employees? A. The union halls.

Q. Now, Mr. Erickson, when was Mr. Wargny employed as Personnel Director on the 1787 White Alice project?

A. I can't give you the date, I don't know.

Q. I believe he testified the other day that it was in March of 1956. Is that approximately correct? [252]

A. I believe so.

Q. Did he have prior experience in Personnel with you as Alaska Manager of Morrison-Knudsen?

A. I personally have no recollection of his prior work in Personnel with Morrison - Knudsen in Alaska.

Q. And how long was Mr. Wargny in the position of Personnel Director?

A. Several months. I don't remember the date of his termination. It seems to me it was somewhere around July or August.

Q. Was his termination voluntary or involuntary? A. Involuntary.

Q. Mr. Erickson, you heard Mr. Wargny's testimony the other day, did you not, concerning his assumption that new hires had to be dispatched through the union? A. Yes.

Q. Were you aware of his having such an understanding? A. No, I wasn't.

Q. Did you ever instruct him to have all new hires dispatched through the union? A. No.

(Testimony of Einar W. Erickson.)

Q. Was it the policy of Morrison-Knudsen at that time——

Mr. Latimer (Interrupting): Mr. Examiner, I am going to object to counsel leading the witness. I want his story, but I would rather have him testify about it. [253]

Trial Examiner: Don't lead him.

Q. (By Mr. Morrison): Was it or was it not the policy of Morrison-Knudsen to—what was the policy of M-K in connection with new hires as related to union membership requirements?

A. As far as new hires and membership requirements in a union was concerned, there was no relation. We have never been bound to hire only union people.

Q. Have you ever had any agreement or any negotiations with the union in recent years, or at least in 1955 or 1956, concerning any such requirement?

A. We had no agreement. I told the union what we were going to do in the spring of 1956.

Q. What do you mean, you told them what you were going to do?

A. Well, I called a meeting in my office early in 1956, the exact date escapes me, but it was prior to the build-up, and outlined to them the total manpower requirements that I thought we were going to have in all of our work in Alaska for the year. I told them that I expected to obtain totally unskilled or casual labor wherever possible at the work sites, and I told them that it was my best

(Testimony of Einar W. Erickson.)

estimate that we would be calling on them for around two thousand to twenty-five hundred men total to cover all of our work.

Q. And this was the only conference you had with the union concerning employment? [254]

A. Yes, sir.

Q. That is the policy of Morrison-Knudsen?

A. Yes, sir.

Q. Now, Mr. Erickson, you have heard the testimony of certain college students from the United States who were employed by Morrison-Knudsen. Who hired these college students? A. I did.

Q. Did you personally direct that they be hired?

A. I did.

Q. And at the time you directed that they be hired, to whom did you send such a direction, instructions, or authorization?

A. In the case of the boys that were related to Mr. Wargny of the University of Washington, Mr. Wyley wrote me a letter and asked me what I could do for some of his athletes and I wrote back and, if I remember, I told him I would hire some. I believe I told him a number.

Q. And in that letter, was there any condition, not a condition, concerning the requirement that they join a union? A. No.

Q. Was there any such requirement?

A. No.

Q. Do you have an explanation of why, assuming it was a fact, that Mr. Haugen contacted the union when these men reported? [255]

(Testimony of Einar W. Erickson.)

A. I haven't the faintest idea why he did it, if he did it.

Q. Do you have an explanation of why he might have done it?

A. No, we have always notified the union when we took on non-union people, of course. They are responsible for them out on the job, so I assume they are entitled to know who we hire.

Q. Do you feel that your company's commitment to hire these men was made before or after they reported?

A. The commitment was very, very firmly made when I wrote—

Trial Examiner (Interrupting): Have you got the copy of the letter you sent Mr. *Wargny*?

The Witness: I don't know, Mr. Examiner, whether we keep a file—may I go off the record for a moment?

Trial Examiner: No.

The Witness: I don't know whether we have a copy or not.

Mr. Morrison: We will make an examination, Mr. Examiner.

Q. (By Mr. Morrison): Now, Mr. Erickson, there has been testimony that it was the policy of Morrison-Knudsen to have all new hires cleared through the Anchorage office. Can you explain whether that is a correct statement of the policy as it existed in 1956? [256]

A. Yes, the clearance, however, relates to a co-

(Testimony of Einar W. Erickson.)

ordination of manpower from various work locations to other locations.

Q. Would you explain the problems of central clearance?

A. Yes, sir. I will give a hypothetical case of a site at Newenham and Big Mountain as two sites. If we had twenty laborers who were skilled in rock work at Newenham and were about to hire twenty laborers requiring rock work skill at Big Mountain, rather than go to the expense of transporting twenty laborers from Newenham back to Anchorage and then take twenty new hires from Anchorage down to Big Mountain, we coordinated so that the twenty people would go directly from Newenham down to Big Mountain. We were constantly trying to keep the most skilled people on the payroll and constantly trying to shuffle them from job location to job location rather than taking on a new batch of people who had no previous experience with us, so we required a clearance through the Anchorage Personnel Section in the case of any new hires.

Q. Were there exceptions to this central clearance policy?

A. Yes, because new hires could be picked up at the job location, if they were available, for special chores wherein the man was not to be told, "We are taking you aboard now and if your work is all right, we are going to have you for the next five months," We had a lot of that, barge unloading at various places throughout Alaska, and if there was a pool [257] of people available there,

(Testimony of Einar W. Erickson.)

we allow the site superintendent or the project superintendent to go ahead and hire local people.

Q. What was your policy as to hiring local people?

A. Any time that we could find local people with requisite skills and the qualifications to do the job at hand, we will hire them.

Q. What is the fact as to whether or not there are people—strike that.

Mr. Morrison: I would like to have this marked as Respondent's Exhibit 1.

Trial Examiner: Will the reporter kindly mark the paper as Respondent's Exhibit No. 1 for identification.

(Thereupon the paper above referred to was marked Respondent's Exhibit No. 1 for identification.)

Mr. Morrison: Respondent's Exhibit No. 1 is a map of Alaska prepared by the U. S. Department of Interior and I request it to be introduced for illustrative purposes.

Mr. Latimer: No objection.

Trial Examiner: There being no objection, the paper will be received in evidence and I will kindly ask the reporter to mark it as Respondent's Exhibit No. 1.

(The paper heretofore marked Respondent's Exhibit No. 1 for identification was received in evidence.)

Q. (By Mr. Morrison): Insofar as you can, Mr. Erickson, will [258] you mark the approximate

(Testimony of Einar W. Erickson.)

locations of the construction Morrison-Knudsen had in the process in 1956 on Respondent's Exhibit No. 1? A. Yes.

Q. What spot are you marking as number 1?

A. Cape Lizburne.

Q. And what spot is 2? A. Nome.

Mr. Latimer: Are those the job site numbers you are putting on there?

Mr. Morrison: No.

Q. (By Mr. Morrison): And what spot are you marking as 3? A. Bethel.

Romanzoff, number 4.

Five is Iliamna Lake area.

Six is King Salmon.

Seven is Anchorage.

Eight is Galena.

Nine is Tanana.

Ten is Fairbanks.

Eleven is Margot or Tatalena is the proper name where we were working.

Twelve is Aniak.

Thirteen is Newenham.

Q. I think it will be unnecessary to designate all of them, if that is a general representation——

A. (Interrupting): It is a good start. [259]

Q. Now——

A. (Interrupting): Fourteen is Akiak.

Q. As to the locations of those construction sites which you have indicated, excluding Anchorage and Fairbanks, what is the fact as to the availability

(Testimony of Einar W. Erickson.)

of employees capable of doing the jobs which are required?

A. Generally speaking, there is a small group of unskilled labor at hand. Skilled people are virtually totally unavailable. Once in a while you run into an occasional one, but generally they are good for the strong back work, but they have no special skills.

Q. Within the classification of laborers as represented by Local 341, does that term designate the type of workers you described as "strong back" workers, or does that term include something different?

A. Well, in the laborers classifications, most of those are skilled laborers classifications. They perform strong back work in addition to it.

Q. I am referring to General Counsel's Exhibit No. 5, which is the 1956 AGC, AFL Alaska Master Labor Agreement. I refer you to Schedule A appearing on page 21. Is that a breakdown of the various classifications included within the laborers local? [260]

A. It is.

Q. Of those classifications, how many require some skill, and would you explain the distinctions, if there are any?

A. I would say offhand all but five or six of the total classifications require skill. It is easier to say those which don't.

Q. Of those classifications, how many would you expect, from your experience, to find competent

(Testimony of Einar W. Erickson.)

employees to fill at the outlying site locations you have designated on Respondent's Exhibit 1?

A. Very few of these skilled labor classifications would you find living at the jobsites. The only ones that you could expect to find would be such as your building laborers classification or your general labor classification, brush cutters, ditch diggers, and not too many of those.

Q. What is the makeup of those people who live locally at the jobsite?

A. Most of them earn their living fishing, trapping.

Q. What are they? Are they natives? white people?

A. Some of them are natives. I would say the bulk of them are natives or part native. Once in a while you find white men there.

Q. Now, would you explain, taking the classifications on Exhibit 5 there, the nature of some of the classifications which Morrison-Knudsen would hire other than general laborers and the nature of their duties? [261]

A. Yes. One of the first ones that we were hiring was form strippers. A good form stripper will go in and remove the concrete forms rapidly and carefully, and, if he does his job right, you are able to use the forms to make a second or third or a fourth or sometimes six concrete pours using the same forms. If they are not taken off properly, you just go out and build more forms and spent some more money.

(Testimony of Einar W. Erickson.)

We use a lot of jackhammer operators. He has a machine which costs \$400 or \$500. A good one can get you maybe up to two hundred feet of drill hole a shift and a poor one would get you twenty feet. In other words, a good one would get you ten times as much as a poor one would.

Power buggy operator is another one we use. He handles the concrete from the mixer into the forms. A power buggy is worth \$1500 and takes a considerable amount of skill to handle one of them.

Going on down, a powder man is, I would say myself, the most skilled of all the labor classifications in that he does the job right, breaks the rock up, and he doesn't kill anybody, including himself. If he does it wrong, you generally have several dead people around.

A wagon driller is another one we use a lot of. They operate a machine which is again worth about \$2500. A good wagon driller again will get you two hundred feet and a poor [262] one would get no hole drilled for you.

Q. Does it generally cover the classifications which M-K utilizes? A. Yes.

Mr. Morrison: I would like Respondent's Exhibit 2 to be identified.

(Thereupon the map above referred to was marked Respondent's Exhibit No. 2 for identification.)

Mr. Morrison: Respondent submits for admission Exhibit No. 2, which is an Alaska reconnais-

(Testimony of Einar W. Erickson.)

sance topographic map of the Iliamna area of the Territory of Alaska.

Trial Examiner: Any objection?

Mr. Latimer: No objection.

Trial Examiner: There being no objection, the papers are received in evidence, and I will ask the reporter to kindly mark it as Respondent's Exhibit No. 2.

(The map heretofore marked Respondent's Exhibit No. 1 for identification were received in evidence.)

Q. (By Mr. Morrison): I am submitting to you, Mr. Erickson, what has been designated Respondent's Exhibit 2, which is a map of the Iliamna area of the Territory of Alaska. I note that you have designated on Respondent's Exhibit 1 at location number 5 Iliamna Lake as a site of some construction. Would you point out in greater detail on Exhibit 2 the location and nature, to the [263] extent security permits, of the construction at Iliamna Lake?

A. The main site of work and the objective of all work is at Big Mountain. We were building a military facility.

Q. Will you circle Big Mountain and designate it with a 1?

A. Yes. (The witness so designated on Exhibit No. 2.)

A. (Continuing): In order to accomplish the construction at Big Mountain, we built a camp about nine miles away from the actual working site. I will mark the camp. From that camp we

(Testimony of Einar W. Erickson.)

built a road to a place where we could build an airfield. We built the airfield and continued a road on up to the construction site. I will mark that airfield. In order to accomplish these three things, namely, building a camp, building roads, and building an airstrip so we could get to the site, we were working at many other locations in the area——

Q. (Interrupting): Will you give us a chronological statement of the course of the construction with reference to the map?

A. Yes. We started at Iliamna Bay with equipment barged in.

Q. When was this done?

A. I believe in the late fall of 1954. [264]

Q. Wasn't that the fall of 1955?

A. The fall of 1955, correct, we began to reconstruct an old portage through to the point where it could be utilized to haul some fifteen hundred tons of equipment. That road I will mark on here as "portage road."

Q. What was the nature of your labor requirements at that time?

A. That was almost all either rock drillers or equipment operators.

Q. Was there any general labor requirements at that time?

A. Virtually none. I imagine there was some casual labor, but the job was mostly drilling and shooting rock and removing that rock with heavy equipment.

(Testimony of Einar W. Erickson.)

Q. By "shooting rock," you mean by the use of explosives?

A. Yes.

About the same time as this work at the portage road, we had barge equipment up there from King Salmon and had gone in to Iliamna, which was the original location of the White Alice site. We came in here to the original location. I will mark that. We came in with heavy equipment to build a piece of road and to do site grading and the site failed to test out technically so they could get proper signals. The Western Electric started testing work on top of Big Mountain here as an alternate and after we milled around Iliamna for two or three weeks, they decided to move the site to Big Mountain, [265] so that batch of equipment came on over here——

Mr. Latimer (Interrupting): You mentioned Western Electric. Were they the prime contractor and Morrison-Knudsen the subcontractor?

The Witness: Yes.

Q. (Continuing): So we brought that equipment over here to the camp location.

Q. (By Mr. Morrison): When was this?

A. That again was in the fall of 1955.

Q. Was there some requirement of general labor at that time?

A. Again only to a very minor per cent. You can use general labor to help get your equipment off the barge, however, we had operators along who did most of that barge loading at that time,

(Testimony of Einar W. Erickson.)

and you had the setup of camp. There is some unskilled labor, but to only a minor degree.

So, we moved over in here and we were at work starting on roads. We were at work up here in the fall of 1955.

Q. By "up here," you mean portage road?

A. Portage road, yes.

Sometime along about November or December we had succeeded in punching a winter airstrip out and we had succeeded in getting a tractor to the top of Big Mountain, just pioneering a road up there. She shut down because of extremely adverse weather and went back in there in the early [266] spring of 1956. When we went back in, we went to both locations again, the portage road work and the main location down where I have marked, Big Mountain.

Mr. Latimer: Mr. Examiner, may we take a couple of minutes' recess so we can cancel our seat on that 1 o'clock airplane?

Trial Examiner: Supposing we adjourn now for lunch. Is that agreeable to you, Mr. Morrison?

Mr. Morrison: Yes.

Trial Examiner: We will stand adjourned now until 1:15.

(Whereupon a recess was taken until 1:15 o'clock p.m.) [267]

After Recess

(Whereupon, the hearing was resumed, pursuant to the taking of the recess, at 1:15 o'clock p.m.)

(Testimony of Einar W. Erickson.)

Trial Examiner: Are you ready to proceed?

Mr. Morrison: Respondent is ready, Mr. Examiner.

Trial Examiner: Is general counsel ready?

Mr. Latimer: Yes, sir.

Mr. Morrison: Would the reporter read back the last question at the time of recess.

(The question was read.)

Q. (By Mr. Morrison): Mr. Erickson, at the time you went back to both locations in the spring of 1956, what was the nature of the work to be done then?

A. On the portage road, we still had repairs to complete prior to wanting to move sizable tonnages of material over it. At the main location, Big Mountain, we had a permanent road built from the camp to the airstrip location. We had an airstrip to build and we had a road to build from the airstrip to the top of the mountain, plus, of course, completing the site eventually.

Q. What was the nature of your personnel requirements at that time?

A. Almost one hundred per cent operating engineers, teamsters, and rock drill men.

Q. Then what was the next significant development in [268] construction insofar as labor requirements are concerned? By "labor," I mean generally all working men.

A. The most significant next change in labor requirements was when we accomplished the con-

(Testimony of Einar W. Erickson.)

struction, the completion of the road and airstrip and got up on top of the mountain. We were then in a position to move equipment using that type of workman up to the portage road where we could start the transportation of material from Iliamna Bay over to Pile Bay and thence by barge down to Big Mountain.

Q. Do I understand that the actual unit to be constructed was to be located on top of the mountain and all of this other work was to gain access to the place of construction?

A. That is correct.

Q. Was there some event that changed the proposed schedule of construction during the spring and early summer?

A. Yes, there was. I had a project manager by the name of Robert Peterson in overall charge of White Alice. Immediately under him was a man by the name of Ralph Pritchard who was area superintendent of three or four locations, one of which was site 2, and then Bruce Shumway, who was the actual site superintendent. I received word late in May or early in June to the effect that great difficulty was going to be encountered in constructing the access road and the airstrip at Big Mountain and that Mr. Peterson and Mr. Pritchard recommended that we put part of the crew up at [269] portage road to start hauling materials down. When I got the word, I was opposed to it, but decided to go immediately on down to the actual location of the work and look into it

(Testimony of Einar W. Erickson.)

myself. While there I made a decision which I conveyed to the site superintendent, to Mr. Pritchard, and to Mr. Peterson that we were not going to split any part of the equipment or the crew, that we were going to keep them building the airfield and the permanent access road, and when, and only when, that was completed, that we would move back up to portage bay to start the transportation of material.

Q. Would that have an effect on their previous estimate of personnel requirements, both to be imported and hired locally? A. Yes, it would.

Q. What effect would it have?

A. The effect would be this. If they were going to be running a spread of men at portage bay, or the portage road rather, and transporting material at the same time they ran a spread of men and equipment at Big Mountain, they would have a greater need for totally unskilled labor at an earlier date. In other words, the loading or the unloading of a barge at Iliamna Bay, plus the loading of barges at Pile Bay, to go on down the lake, plus the unloading of barges at Big Mountain was all work of a highly unskilled nature and had allowed them to operate at portage road at this early date, they would [270] have required more unskilled labor.

Q. Now, when was the date of completion of the road to the top of Big Mountain and the consequent conduct of the portage and transport of material?

(Testimony of Einar W. Erickson.)

A. It was right at the tail end of July or the early part of August.

Trial Examiner: 1956?

The Witness: 1956.

Q. (By Mr. Morrison): What effect did this have on the type of labor requirement that was needed?

A. Well, again, as soon as they had carried out my instructions to complete that work before they diverted equipment back up to portage road, then at that date they began to need unskilled labor.

Q. And, to your knowledge, did they at that time hire unskilled labor? A. Yes.

Mr. Latimer: What was the date of that?

Mr. Morrison: The end of July or early August.

Q. (By Mr. Morrison) And what was the nature of the work that was done by this laborer?

A. Unloading barges at Iliamna Bay, loading barges at Pile Bay, and unloading barges at Big Mountain.

Q. Can you estimate the amount of material that was moved in that operation? [271]

A. I believe we transported by that method something like fifteen hundred tons. I am not positive, however.

Q. Were there other transporting of cargo operations other than the portage bay operation?

A. Yes, on a small scale there were. I think we took some oil deliveries, barreled oil, that was brought up the Kevichak River to Igiugig, and once in a while we would have an airplane that, prior to the

(Testimony of Einar W. Erickson.)

completion of our strip at Big Mountain, had to land at Iliamna across the lake and then we would send a small barge over to get that, and labor was involved on picking the materials up and getting them down onto that barge. These operations were of a very minor magnitude. I doubt that there was three hundred tons handled that way. I couldn't say definitely, but they were relatively incidental.

Q. Mr. Erickson, in starting the season's construction as you did in 1956 for work as was accomplished on Iliamna Bay, what are the considerations in selecting a crew?

A. Well, the considerations are what is the work you are going to do, and, in this case, the work we were going to do first was to build the access road and the airstrip. So, you would look for the type of employee who was best qualified to do that work.

Q. Does an employee necessarily have to be limited to one classification?

A. No, they are not. As a matter of fact, going over to [272] your wagon drill operator in the laborers group, as a rule those fellows are jack-hammer men also, and many of them are powder men, and most of them are pretty good hands on lake culverts, that being the work that they normally do on a road job when there is no rock to drill.

Q. Are those skills available on a local basis at the various sites that you have indicated on Respondent's Exhibit 1?

A. As a rule, no.

Q. Do you know of any case where someone

(Testimony of Einar W. Erickson.)

with that construction skill did happen to live in the area where you were building? A. No.

Q. So from where must these people be supplied?

A. They must be supplied—in this case, they were supplied from Anchorage.

Q. Did the fact that—strike that. Was there any consideration given whether these men belonged to the union or not in determining who was first employed?

A. You mean the men that came out of Anchorage?

Q. Yes.

A. I think we called the union to get the men out of Anchorage.

Q. In selecting laborers at the early part of the construction, was any consideration given to the fact that the [273] laborers from Anchorage might be union men and the local natives frequently were not?

A. The only consideration given at that date was to the skills required.

Q. What is the policy of Morrison-Knudsen in connection with hiring local residents or natives?

A. We always have hired local people wherever practicable, providing that the skills that they have are suitable for the work at hand, the reason being that it is cheaper to do so.

Mr. Morrison: I have no further questions.

(Testimony of Einar W. Erickson.)

Cross Examination

Q. (By Mr. Latimer): Mr. Erickson, what skills are necessary to be a common laborer?

A. To be a common laborer requires, I believe, no skill. A common laborer, as we define it, is one who, if you have got a two by four that needs to be picked up here and put over there——

Q. And dig a ditch?

A. No, not necessarily dig a ditch.

Trial Examiner: Are they referred to sometimes as people with strong backs and weak minds?

The Witness: Yes, sir.

Q. (By Mr. Latimer): Well, then, what did you mean a moment ago when you said the policy of Morrison-Knudsen was to hire local people when practical? [274]

A. What I meant——

Q. (Interrupting.) Wouldn't it have been practical to have hired these local natives up there who had strong backs and weak minds to do the common labor working at Big Mountain?

A. Yes, we did when we had common labor working at Big Mountain when we could use them, but the work we had in June didn't fall under what we call "common labor".

Q. Isn't it the fact that you deferred hiring these local people until the weather began to get cold because they could stand the cold better than white men could? A. No, definitely not.

Q. Isn't that exactly what happened?

A. No, it is not exactly what happened.

(Testimony of Einar W. Erickson.)

Q. Now, you said something about good hands on lake culverts. How much skill does it take to lay a culvert?

A. I will tell you how much skill it takes. I couldn't lay one. I don't know how.

Q. Perhaps you aren't skilled in laying culverts. I assume you are talking about culverts across roadways and so forth.

A. Yes. It takes skill. A culvert, to answer your question, while I don't know how, I know what the specifications say as to how it is to be done. You will find that the culvert must be bedded; that the ditch which is to receive the culvert must be shaped; the material must be compacted; the culvert is put in and it is hand backfilled and [275] tamped; there is a culvert collar which has got to be installed in a certain way. Some culverts come from the factory made up and fully round; other culverts come in sections, which are nested. You have to take a blueprint to put one of them together.

Q. What type of culverts did you install on the road up to Big Mountain?

A. I think that the bulk of the culverts at Big Mountain were made of pipe, although I believe there was some which were nested.

Q. Corrugated pipe? A. Yes.

Q. How big in diameter?

A. From twelve inches in diameter to thirty inches.

(Testimony of Einar W. Erickson.)

Q. Those culverts were for drainage purposes, were they not? A. Yes.

Q. So that you had to have the upper end where the water ran in to the pipe higher than the end where it ran out, didn't you? A. Yes.

Q. And that requires a lot of skill to do that, you say? A. It does.

Q. You were a member of the negotiating committee, were you not, for the AGC-AFL Alaska Territory Agreement? [276] A. I was.

Trial Examiner: 1956?

Mr. Latimer: 1956.

The Witness: I was a member and gave my attendance on a proxy basis, I believe. In 1955 I sat through the negotiations.

Q. (By Mr. Latimer): What agreements did you make with the various unions with whom you negotiated who were parties to the 1956 contract in reference to utilizing their services for personnel of the particular crafts involved?

A. I think the agreement speaks for itself.

Trial Examiner: Will you please answer the question.

The Witness: Yes, sir.

Q. (By Mr. Latimer): Did you have any agreements?

Mr. Morrison: Let's limit it to Exhibit No. 5.

Q. (By Mr. Latimer): Outside of the agreement, did you have any understanding with the various labor organizations or party members to the 1956 contract that you would obtain the crafts-

(Testimony of Einar W. Erickson.)

men from the particular organization, electricians, laborers, and so forth?

A. The only outside meeting that I attended was the meeting that I called in my office. The subject matter of the meeting is reflected in the book.

Q. You had no other agreement?

A. No, sir, we did not have any other agreements. [277]

Trial Examiner: Mr. Erickson, I think you made a mistake. I think you signed this agreement in 1956.

The Witness: This was made in 1955, that is, in the winter of 1955-1956.

Trial Examiner: But this is the 1956 agreement, it not?

The Witness: Yes.

Q. (By Mr. Latimer): You sat in on those negotiations? A. Yes.

Q. What agreement, if any, did you have with Local 341 of the Laborers Union in reference to the number of natives that you may employ at the job site?

A. I didn't have an agreement with Local 341. I told Local 341 about what I was going to do. Local 341 neither consented or dissented.

Q. What did you say you were going to do?

A. I told them I was going to hire local people.

Q. Within what percentage?

A. I told them that I might run as high as twenty-five per cent.

Q. That was agreeable to 341?

(Testimony of Einar W. Erickson.)

A. They made no comment whatsoever.

Q. They didn't complain about it?

A. They moaned a little.

Q. What do you mean by, "they moaned a little"? [278]

A. Well, I think they reflected a desire that perhaps we use more than that. I told them that I was going to use local people when and as the occasion required us to use them.

Q. When you hired local people, did you notify 341 that you hired them?

A. I think in the main we did.

Q. For what purpose did you notify Local 341?

A. So that they would be acquainted with the fact that we had taken them aboard. Their job steward is responsible for not only their own membership on the job, but for anyone else that we put on the job if they are doing laborer's work.

Q. Do you have any occasions when Local 341 ever assigns you a laborer at your request who is not a member of 341?

A. I personally do not.

Q. Is it a fact that you assume that all the people that 341 assigns you are members of Local 341? A. I believe that's correct.

Q. Who was Mr. Wargny's immediate supervisor as Personnel Manager?

A. I believe his chain of command was Mr. King, who was Assistant Project Manager in Charge of Support, and then Mr. Peterson, who was Proj-

(Testimony of Einar W. Erickson.)

ect Manager, and then myself, who was in charge of everything up here.

Q. Tell me about these college students. How are the arrangements made to hire these twenty or twenty-five college [279] students?

Mr. Morrison: I object. There is no reference in the record that any twenty or twenty-five were hired.

Q. (By Mr. Latimer): What arrangements were made to hire college students?

A. Well, every year I get a few letters from various people in the company indicating that they feel that some young man should be given an opportunity to work up here and asking me if I can place them. Every year I get a few letters from Universities inquiring as to whether we can employ some college students, and every year there are a few other odd people here and there who for one reason or another feel that they can impose upon Morrison-Knudsen to help someone out. Our attitude is that we will go as far as we are able to in this direction. I think this year your figure of twenty-five doesn't miss it very far. I think we had around thirty-five total this year. I normally handle all those cases directly myself and I normally make a reply directly to the person who had inquired and say, "Yes, I have a job for you", or "no". I am getting more of them than we can absorb this year. In the case of the four college boys here, I received an inquiry routed up by Mr. Snow in our Seattle office and he had indicated he

(Testimony of Einar W. Erickson.)

had been approached by the University of Washington Athletic Department. They had some of these athletes that they wanted us to take aboard. I notified them [280] we would take some, at least, aboard.

Q. Who is the president of your company?

A. Henry Renfield Morrison.

Q. Isn't it a fact you received a letter from Mr. Morrison to hire these college boys in 1956?

A. I believe I had a letter from Mr. Morrison relative to one or two. By no means did Mr. Morrison have a blanket coverage on all the college boys that we hired.

Q. And isn't it also the fact that when the arrangements were made to hire these college boys that Local 341 was contacted and told that you wanted these college boys cleared for employment with M-K?

A. If that were done, it was not done by me.

Q. Do you know who did do it?

A. I say I don't know that it was done.

Q. You don't know if anybody made those arrangements or not?

A. I do not, no person at all.

Q. Do you recall making the statement that the unions were asked to clear these boys and dispatch them to the jobsite indicated because it was the political thing to do? A. Yes.

Q. That is a correct statement, is it not?

A. Yes, we notified the unions that we were taking aboard people. We don't ask the unions whether

(Testimony of Einar W. Erickson.)

they will allow us [281] to or not. We tell them that we are taking them aboard.

Q. And the union raised no objection?

A. I can't tell you whether they objected; they cleared them.

Q. And sent you dispatch slips for these various college boys to the various jobsites?

A. I think that's right.

May I interrupt to define that particular thing. All these college boys didn't work for the Laborers, you understand.

Trial Examiner: We are talking about the four.

The Witness: The four, all right.

Q. (By Mr. Latimer): Go ahead.

A. Well, he cleared me up.

Q. I believe you testified on direct examination that you depended upon the various labor organizations to furnish you employees with the required skills necessary to do the functions that you had for them to perform, such as driller or whatever he may have been.

A. That's right.

Q. Do you know—strike that. Did Local 341, when you sent a request for laborers, ever send you anyone that you didn't want, and you rejected him?

A. I think they did.

Q. Do you recall any specific instance?

A. I can tell you this, Mr. Latimer, that when you employ [282] three thousand men and you get dispatches on them, whether it is from 341 or from some other union, once in a while you get a dog out of that barrel and he is no good and you get rid of

(Testimony of Einar W. Erickson.)

him and you would have been better off if they hadn't sent that man to you.

Q. Actually though, isn't it the fact that you relied upon not only Local 341, but the other labor organizations to send you the kind of help you needed? A. Very definitely, sir.

Q. And you depended upon them to do that?

A. That is correct.

Q. If you wanted a wagon driller, you expected them to send you a good wagon driller?

A. That's right.

Q. And so forth on down the line, electrician, plumber, or whatever it might be?

A. That's right.

Q. Did you have any agreement with Local 341—strike that.

Mr. Latimer: I think that's all.

Trial Examiner: Have you any questions?

Redirect Examination

Q. (By Mr. Morrison): Mr. Erickson—

Mr. Latimer (Interrupting.) Will you excuse me just one moment, please?

Mr. Morrison: Yes. [283]

Mr. Latimer: Will you mark this, please.

(Thereupon the paper above referred to was marked General Counsel's Exhibit No. 12 for identification.)

Mr. Latimer: Mr. Erickson, are you familiar with the—

(Testimony of Einar W. Erickson.)

Mr. Morrison: (Interrupting.) Did you want it identified?

Mr. Latimer: Yes. These are copies of two telegrams. The first one is message number 36-020730 to C. R. Pritchard, Anchorage, from Site Superintendent. The second one is message number 3 to Site Superintendent Site Two, from Personnel Manager, Site Anchorage, 11:45 a.m., 6-2-56. I understand counsel stipulated that these are copies of messages sent.

Trial Examiner: And received?

Mr. Latimer: And received as indicated.

Trial Examiner: On the date indicated?

Mr. Latimer: Yes, sir.

Trial Examiner: When was the first one?

Mr. Latimer: Apparently, Mr. Examiner, it was June 2 at 0730. That was when it was received.

Trial Examiner: They were both sent the same day, is that it?

Mr. Latimer: Yes, sir.

Trial Examiner: One is the message and the other is the answer? [284]

Mr. Latimer: Yes, sir.

Mr. Morrison: We stipulate that these appeared in our files and presumably were sent and received as indicated, although we have no other knowledge of it.

Mr. Latimer: I offer them in evidence, Mr. Examiner.

Trial Examiner: Any objection?

Mr. Morrison: I have no objection.

(Testimony of Einar W. Erickson.)

Trial Examiner: There being no objection, the paper is received in evidence, and I will ask the reporter to mark them as General Counsel's Exhibit No. 12.

(The paper heretofore marked General Counsel's Exhibit No. 12 for identification was received in evidence.)

Mr. Latimer: No further questions.

Trial Examiner: Any questions?

Mr. Morrison: Yes, I will continue redirect examination.

Q. (By Mr. Morrison): Mr. Erickson, have you examined General Counsel's Exhibit 12?

A. Yes.

Q. Can you explain the significance of the messages contained on Exhibit 12? A. Yes.

Q. Would you do so?

A. Well, the first message here is from the Site Superintendent, Mr. Pritchard, and he wanted clarification of [285] a policy on local hires. He has pointed out that there a number of persons at Pile Bay and Iliamna that had worked for us and belonged to the union. They wanted to know about using them for a limited time for unloading barges. This thing here in particular is brought about by the fact that they were constantly rotating men from job to job, and, again, as the District Manager here, I had received criticism from the prime contractor, Western Electric, for the way that we had—we would have one batch of men being terminated from a job and about the same time hiring

(Testimony of Einar W. Erickson.)

a second batch of men to transport somewhere. I had put a very firm directive out, I believe it was orally, to the effect that before local hires were taken aboard that they would also make an inquiry into the Central Personnel Agency of Morrison-Knudsen on the CPEF contract to make doubly sure that there were not terminations coming off a job that should be placed at a new job.

Q. And what is meant by the expression "request the men be cleared"?

A. The clearance to make a hire at all, make a new hire.

Q. Who makes that clearance?

A. The clearance was made out of the Personnel Section, who would first determine that there were no available men being released from another site.

Q. That refers to Morrison-Knudsen personnel?

A. The Morrison-Knudsen CPEF Personnel Section. [286]

Q. Now, Mr. Erickson, do you have any knowledge as to whether a man dispatched by the union was or was not in fact a union member?

A. I have no personal knowledge of that, no.

Mr. Morrison: No further questions.

Recross Examination

Q. (By Mr. Latimer): Mr. Erickson, I believe you stated that when the men were hired on the jobsite, you checked in with the union on that, is that correct?

(Testimony of Einar W. Erickson.)

A. I think they notified the unions in some cases that they hired somebody. I don't think it was constantly done. The steward made a point, generally, of finding out.

Q. Who is Mr. Robert F. Peterson?

A. Mr. Robert F. Peterson was the then Project Manager of the White Alice CPEF Contract.

Mr. Latimer: I will ask the reporter to mark for identification General Counsel's Exhibit 13.

(Thereupon the paper above referred to was marked General Counsel's Exhibit No. 13 for identification.)

Q. (By Mr. Latimer): General Counsel's Exhibit No. 13 is a paper on Morrison-Knudsen letter-head, dated May 24, 1956, bulletin 103. I will ask you if you are familiar with that?

A. Yes, I believe I have seen this.

Q. Will you tell me the purpose of that?

A. The purpose of this, again, is an attempt to regulate [287] and coordinate the hiring and terminations of the various sites in this contract, there being some twenty-two sites in all.

Mr. Morrison: Mr. Examiner, may General Counsel's Exhibit No. 13 also be taken for copying?

Trial Examiner: Certainly.

Mr. Latimer: I offer it in evidence, Mr. Examiner.

Mr. Morrison: No objection.

Trial Examiner: There being no objection, the paper is received in evidence, and I will ask the

(Testimony of Einar W. Erickson.)

reporter to kindly mark it as General Counsel's Exhibit No. 13.

(The paper heretofore marked General Counsel's Exhibit No. 13 for identification was received in evidence.)

Q. (By Mr. Latimer): Mr. Erickson, do you know Mr. L. R. Shaw? A. Yes.

Q. Who is he?

A. He is presently our Alaska District Personnel Manager.

Q. Was he your Personnel Manager in November, 1956?

A. He was working for the company. I don't know whether he was still on the CPFF Contract at that date or whether he was over here in the District. He was working for us.

Trial Examiner: In what capacity?

The Witness: Personnel work.

Q. (By Mr. Latimer): Could you identify his signature? [288]

Trial Examiner: What do you mean, was he manager or just—

The Witness: (Interrupting) I believe he was Personnel Manager, either on the CPFF Contract or Personnel Manager here at that date.

Q. (By Mr. Latimer): I show you two letters which have been marked for identification as General Counsel's Exhibits 14 and 14-A dated November 6, 1956, and ask if you can identify Mr. Shaw's signature.

(Testimony of Einar W. Erickson.)

(Thereupon the letters above referred to were marked General Counsel's Exhibits Nos. 14 and 14-A for identification.)

A. No, I don't know his signature.

Mr. Latimer: That's all.

Trial Examiner: If you show it to Mr. Morrison you might be able to ascertain whether that's Mr. Shaw's signature or not.

Mr. Latimer: Will counsel stipulate that that is a letter from Mr. Shaw, the Personnel Manager?

Mr. Morrison: I will stipulate that's Mr. Shaw's signature.

Mr. Latimer: Will you stipulate that the letter of January 31, 1957, signed by Mr. Shaw, and addressed to the NLRB in Seattle, General Counsel's Exhibit 14-A, is also Mr. Shaw's signature?

Mr. Morrison: Yes, I will.

Mr. Latimer: I offer these two letters in evidence. [289]

Mr. Morrison: Objection. They are not material to any issue in this case.

Trial Examiner: May I look at them, please?

(The letters were handed to the Trial Examiner.)

Trial Examiner: What is the purpose of this letter?

Mr. Latimer: I am about to get into that, Mr. Examiner.

Trial Examiner: Go ahead.

Mr. Morrison: I am going to object to the letter

(Testimony of Einar W. Erickson.)

being admitted in evidence or used for any further appearance.

Trial Examiner: I will overrule the objection and receive the papers in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 14, and General Counsel's Exhibit No. 14-A.

(The letters heretofore marked General Counsel's Exhibits Nos. 14 and 14-A for identification were received in evidence.)

Mr. Morrison: I would like to be heard on that, Mr. Examiner.

Trial Examiner: You may.

Mr. Morrison: If he desires Mr. Shaw's testimony on any issue of this case, Mr. Shaw has been continuously available. He happens to be absent this afternoon as of the first time. I think if he wanted to introduce something of Mr. Shaw's, he should have put it in Mr. Shaw's case. I don't think he should do it when we haven't got Mr. Shaw available.

Trial Examiner: You may proceed, Mr. Latimer.

Q. (By Mr. Latimer): Will you take a look at Bulletin 103 and General Counsel's Exhibit 14 and Exhibit 13, Mr. Erickson, and you will note that Bulletin 103 is dated May 24, 1956. Does Bulletin 103 set forth the policies of Morrison-Knudsen regarding hiring personnel at jobsites?

A. I think it sets forth a direction relative to hiring personnel at the jobsite.

Q. Very well. Now that was on May 24, 1956.

(Testimony of Einar W. Erickson.)

Now, we look at General Counsel's Exhibit 14, which is a letter from Mr. Shaw, dated November 6, 1956. Explain the third paragraph, please.

A. May I read the letter first?

Q. Yes, indeed. Take your time.

Trial Examiner: Read the entire letter and also 14-A.

Mr. Latimer: I think I should mention, Mr. Examiner, the reason for General Counsel's Exhibit 14-A, which is also a letter from Mr. Shaw. It was submitted to show the correction that he desired to make in his letter of November 6th.

Trial Examiner: That's obvious.

Q. (By Mr. Latimer): In light of Bulletin 103, please explain paragraph three of General Counsel's Exhibit 14.

A. Sure, I can do that. The Site Superintendents were instructed not to make any hires whatsoever of field people until such time as they had contacted the Anchorage Personnel Office in order to make a determination of whether there would [291] be transfer hires coming off other jobsites that should first be used to fill the particular job.

Mr. Latimer: That's all.

Trial Examiner: Any questions, Mr. Morrison?

Mr. Morrison: I have no questions.

Trial Examiner: You are excused, Mr. Erickson. Thank you very much.

(Witness excused.)

Trial Examiner: Will you kindly call your next witness, Mr. Morrison.

Mr. Morrison: I would like to call Mr. C. E. King.

C. E. KING

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner: Mr. Morrison, Mr. King has been duly sworn and you may examine.

Direct Examination

Q. (By Mr. Morrison): What is your present position?

A. District Manager for Morrison-Knudsen, Alaska District.

Q. Mr. King, what was your position in 1956?

A. Until December of 1956, I was Assistant Project Manager on Contract 1787, White Alice construction contract.

Q. Does that construction project include the work done at Lake Iliamna? A. It did. [292]

Q. Now, Mr. King, in your position as District Office Manager at this time, and your position as Assistant Project Manager until December of 1956, were the records of employment kept by persons subject to your control, instructions, and direction? A. Yes.

Mr. Morrison: I would like to have this marked as Respondent's Exhibit 3.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 3 for identification.)

Q. (By Mr. Morrison): Mr. King, I am hand-

(Testimony of C. E. King.)

ing you what has been designated Respondent's Exhibit 3. Will you state what that is?

A. This is a tabulation which was prepared at my request by the Personnel Office of Contract 1787. It indicates by wages and job classifications the number of persons who worked at Big Mountain in July and August of 1956.

Q. Does this also include persons working at the portage bay and related work, not directly at Big Mountain, but part of the Big Mountain area of construction?

A. That is correct. They were all paid on the same payroll. This would include Pile Bay, Igiugig, Iliamna, and so forth.

Q. I note on line 2, entitled "Sixteen worked, Nine no time, July 1." What is that? [293]

A. That indicates that there were twenty-five laborers who were listed on the payroll, of whom nine did no hours on this particular week. They were presumably laid off and standing by. They had not been formally terminated because it was possible that they would be needed again tomorrow or the next day.

Q. In your category of laborers, does that include general laborers or all the various types of laborers generally described in Exhibit 5?

A. It does not include all the types of persons who fall within the jurisdiction of the laborers union. It would include common laborers and building laborers. However, on the latter line you will see powdermen who fall within the jurisdiction of

(Testimony of C. E. King.)

Local 341, drill machine operator, jackhammer operator, wagon drill operator; drill machine operator, he is not a member of Local 341.

Mr. Morrison: I request that Respondent's Exhibit No. 3 be admitted.

Mr. Latimer: No objection.

Trial Examiner: There being no objection, the papers will be received in evidence, and I will ask the reporter to kindly mark it as Respondent's Exhibit No. 3.

(The document heretofore marked Respondent's Exhibit No. 3 for identification was received in evidence.) [294]

Mr. Morrison: May we go off the record?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Q. (By Mr. Morrison): Mr. King, I am submitting to you what I will request to be marked Respondent's Exhibit No. 4. Would you state what that is?

(Thereupon the document above referred to was marked Respondent's Exhibit No. 4 for identification.)

A. This is a tabulation similar to Exhibit No. 3 except that it covers a different period. It covers May and June of 1956.

Q. So that Exhibit No. 4 and Exhibit No. 3 together cover the period from May 10, 1956 to or through August of 1956?

A. May 20th through August.

(Testimony of C. E. King.)

Q. Was there any substantial employment at Site 2 prior to May 20th?

A. No, there were from six to a dozen men there from around the middle of March up to the point shown on this exhibit where they began to increase. They were a holding force who did very little.

Mr. Morrison: I move that the exhibit be marked Exhibit 4 and admitted.

Mr. Latimer: No objection.

Trial Examiner: There being no objection, the paper [295] is received in evidence, and I will ask the reporter to kindly mark it as Respondent's Exhibit No. 4.

(The document heretofore marked Respondent's Exhibit No. 4 was received in evidence.)

Q. (By Mr. Morrison): Mr. King, I am submitting to you what I will request to be marked as Respondent's Exhibit No. 5. What is that?

(Thereupon the document above referred to was marked Respondent's Exhibit No. 5 for identification.)

A. This is a tabulation which has been prepared from the Personnel records of Contract 1787. It is a listing of all laborers or persons, common and general laborers, building laborers, who were employed at Site No. 2 during the year 1956. It indicates their names, date of hire, date of termination, and their gross earnings during the year 1956.

Q. Now, Mr. King, we indicate the date of initial hire and the date of termination. Does that

(Testimony of C. E. King.)

necessarily mean that they worked continuously throughout that period?

A. No, it does not. They may have been laid off, but not actually terminated.

Q. What is the explanation of that?

A. Well, there is a lot of paper work involved in terminating a man. Why do it if you think you are going to hire him again tomorrow?

Q. From the standpoint of labor requirements, what is the [296] explanation of laying him off and then rehiring him?

A. It is the volume of work, whether you have work for him today and tomorrow you may not. For example, the barge unloading operation, which has been talked about, you don't have a barge every day, you have one once a week.

Q. The amount of work that the man accomplished, can that best be determined by the reference to the total earnings?

A. The dates of hire and termination are not as conclusive. The total earnings do show definitely how much work he got during the season of 1956.

Q. I note an asterisk by some of the names and a note on the upper right-hand corner stated, the note, "field hire". What is the significance of that?

A. That denotes a man who was hired at the jobsite at Iliamna rather than an imported laborer who came from, say, Anchorage.

Q. What is the fact as to whether a person hired at the jobsite would be a local native or a non-resident of the area?

(Testimony of C. E. King.)

A. Well, in all likelihood he is a local native, or he could be a white man, but he is a local resident. There might be an exception. Somebody might drift by, but it is quite unlikely.

Q. What is the fact as to the availability of the local residents for construction during the summer?

Mr. Latimer: Will you read that question, please.

Trial Examiner: Will the reporter kindly read the question for Mr. Latimer?

(The question was read.)

Mr. Latimer: I am going to object to that until he lays a foundations for it.

Trial Examiner: Overruled.

A. Are you speaking of Big Mountain?

Q. (By Mr. Morrison): Yes, I have reference to Big Mountain.

A. There are a number of Indians and a few white people who reside around the lake at Iliamna and if they aren't fishing, or otherwise engaged, they are available for employment in construction.

Q. When you refer to fishing, what type of fishing do you refer to?

A. Commercial fishing, which is the normal occupation, the bread and butter, of these people.

Q. And how much of the season does that take, if you know?

A. Oh, generally about a month, sometime along in July or generally in the month of July, thereabouts.

Trial Examiner: Regarding this Exhibit No. 5

(Testimony of C. E. King.)

for identification, these refer to people who are hired on Site 2?

The Witness: Site 2 only.

Mr. Morrison: I move that Exhibit 5 be admitted.

Mr. Latimer: No objection.

Trial Examiner: There being no objection, I will ask [298] the reporter to kindly mark it as Respondent's Exhibit No. 5.

(The document heretofore marked Respondent's Exhibit No. 5 for identification was received in evidence.)

Q. (By Mr. Morrison): Do I understand that the persons whose name does not have an asterisk before it were imported or hired outside of Site 2 area and sent to the site for work?

A. That's correct.

Q. Incidentally, Mr. King, are you familiar with an employee of Morrison-Knudsen at Site 2 by the name of Denham?

A. No, there was nobody by the name of Denham in Site 2.

Q. Was there in 1956?

A. There was a man named Dunham.

Trial Examiner: What was his position in the spring and summer of 1956?

The Witness: In the winter of 1955-1956 he was watchman on the premises and in March of 1956 he resumed his normal occupation, which was motor patrol operator.

(Testimony of C. E. King.)

Q. (By Mr. Morrison) Was he a motor patrol operator throughout the year, do you know?

A. As long as he worked there, which was about April, I believe, he was terminated. Possibly around the first of May.

Q. Mr. King, what was the practice, if you know, insofar as taking work applications?

A. At the Site 2 location, I believe that if a person [299] appeared at the office and wanted to take the time to fill out an application, the clerk gave them a blank and helped them fill it out and stuck it in a file.

Q. Were men called to work based on the time of making out these applications?

A. I imagine the applications were filed and forgotten.

Mr. Latimer: I object to this.

Trial Examiner: Tell us what you know.

Q. (By Mr. Morrison): If you know.

A. I was not present at Site 2.

Q. You don't know the practice? A. No.

Q. Well, Mr. King, did you recognize Mr. Wyman, who testified this morning?

A. No, I didn't until he was identified.

Q. But after he was identified, do you recall ever talking to him? A. Yes.

Q. And do you recall the scope of your conversation with him, or the circumstances?

A. Yes, he came in to my office, which was then at the Pomeroy Building in town here. He came in and said he was one of the football players and

(Testimony of C. E. King.)

that Mr. Noel had spoken to me about him. I said, "Fine, you have a job here." I said, "How's the football team?", and he said either great or it is lousy, [300] whatever he said, and then I either told him to go downstairs, or I may have gone downstairs with him, I don't recall exactly, to the Personnel Office, and turned him over to either Mr. Wargny or Mr. Brady, and said, "Here's your man. Put him to work."

Q. That was the extent of your conversation with Mr. Wyman? Did you do anything else in connection with Mr. Wyman's employment?

A. No.

Mr. Morrison: I have no further questions.

Cross Examination

Q. (By Mr. Latimer): Did you call the union in Mr. Wyman's behalf? A. No.

Q. Who called the union, do you know?

A. I don't know.

Q. Will you refer to Respondent's, M-K's, Exhibit No. 3 and explain to me line two, the heading is "laborers", July 1, sixteen worked, nine no time. What does that mean?

A. That means there were nine names on the payroll who had not been terminated but were laid off.

Q. Where it says one worked, eighteen no time, does that mean eighteen standing by?

A. That's right.

(Testimony of C. E. King.)

Trial Examiner: Did Wyman work up at Big Mountain? [301]

The Witness: No, at Aniak.

Trial Examiner: Then it is an error that you have his name on Exhibit No. 5, isn't it?

Mr. Latimer: He transferred to Big Mountain, did he not, Mr. King?

The Witness: Evidently, if he is listed here. There was a great deal of transferring of workers back and forth between sites and apparently he did work at Big Mountain in addition to having worked at Aniak.

Mr. Latimer: That's my understanding, Mr. Examiner. He transferred from Aniak to Big Mountain.

Q. (By Mr. Latimer): Mr. King, the names listed on Respondent's Exhibit No. 5, will you take a look at that, please? I understand that the ones with the asterisk denote field hires.

A. That's correct.

Q. Isn't it the fact that Joseph Churchill was not a field hire?

A. Joseph Churchill is a man that I don't know.

Q. May I refresh your memory. Is he the Joseph Churchill who came up and went to work for M-K as a transit man and later transferred over to a laborer? A. I don't know.

Q. Then you don't know whether he was a field hire or not, do you? [302]

A. No, I don't. I did not make this exhibit. It was made from Personnel records.

(Testimony of C. E. King.)

Q. Was it also the fact that all the names that appear on this exhibit who do not have an asterisk in front of their name were dispatched from Local 341?

A. That they were not field hires. Whether they were dispatched from 341 or not, I do not know.

Q. Do you think the majority of them were dispatched from 341?

Mr. Morrison: I object to the form of that question.

Trial Examiner: I will sustain the objection.

Q. (By Mr. Latimer): Do you know how many were dispatched from 341? A. No.

Q. Do you know how many were not dispatched?

A. No.

Mr. Latimer: Any questions?

Mr. Morrison: No.

Trial Examiner: You are excused.

(Witness excused.)

Mr. Morrison: The respondent rests its case.

Trial Examiner: Have you got any rebuttal witnesses you wish to call?

Mr. Latimer: General counsel rests.

Trial Examiner: Mr. Morrison, have you any other [303] witnesses you wish to call?

Mr. Morrison: I have none.

Trial Examiner: Have you any other testimony you wish to introduce or any other evidence you wish to introduce?

Mr. Morrison: We rest, Mr. Examiner.

Trial Examiner: What about oral argument or

about briefs? Do you wish to argue orally or do you wish to file a brief?

Mr. Morrison: I think the respondent, Morrison-Knudsen, would like to file a brief because of the legal issues involved and the assistance that might obtain from citation.

Trial Examiner: Very well, sir.

How long do you want?

Mr. Morrison: I think twenty days is your maximum period and I will initially ask for the full twenty days, with the understanding that if further time is needed, it must be requested and approved by the Chief Examiner.

Trial Examiner: I can only give you twenty days, and if you can convince Mr. Wallace E. Royster, who is the Associate Chief Trial Examiner, whose address is Room 206, United States Appraisers Building, 630 Sansome Street, San Francisco 11, California, that you need more time, you must make the application at least three days prior to the date I will now fix for the submission of briefs. I will allow you the full twenty days to file a brief, which is [304] October 7. All briefs are to be filed with me on or before October 7 and copies thereof must be filed, must be served upon the parties to this proceeding, and the proof of service must accompany the original.

Mr. Morrison: Do I understand Local 341 is no longer a party to the proceeding for that purpose?

Trial Examiner: But Mr. Moore is a party to the proceeding. I just want to call your attention to that fact.

My address is the same as Mr. Royster's, which I have just given above.

Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

I would like to state for the record that all exhibits which are not offered in duplicate, the duplicates thereof are hereby waived.

Mr. Latimer: I would like to move that the complaint conform to the proof, which takes care of spelling, typographical errors, things of that sort.

Mr. Morrison: I object to any conformity of the complaint as to any proof other than to specify——

Trial Examiner (interrupting): The minor details.

Mr. Latimer: One of the things I have in mind, Mr. Examiner, in the complaint, the name Harry Vance appeared. It should be Henry Vance. [305]

Mr. Morrison: I have no objection to any such corrections.

Trial Examiner: I will hereby grant Mr. Latimer's motion in this respect and limit it to this, just to correct minor details, such as corrections of misspelled words, the correction of dates which are not material, which do not materially affect the issues, but the motion will not and does not cover any new unfair labor practices.

Mr. Latimer: That's correct, and it was not so intended.

Trial Examiner: And I assume you make a similar motion with respect to your answer?

Mr. Morrison: Yes, insofar as details are concerned.

Trial Examiner: And that motion is granted with the same stipulations.

Any other motions you wish to make at this time?

Mr. Latimer: No, sir.

Trial Examiner: You, Mr. Morrison?

Mr. Morrison: No, Mr. Examiner.

Mr. Latimer: Of course, I want to again put forth my exception to the dismissal of the complaint.

Trial Examiner: I will hereby declare the hearing closed.

(Whereupon, at 3:00 o'clock, p.m., Friday, September 13, the hearing in the above-entitled matter was closed.) [306]

Room 407, United States Courthouse, Seattle, Washington, Thursday, October 31, 1957.

* * * * *

Proceedings

Trial Examiner: Gentlemen, are you ready to proceed?

Mr. Latimer: Yes, sir.

Mr. Morrison: Respondent ready Mr. Examiner.

Trial Examiner: I suggest you proceed with the offer of papers with respect to the reopening of the hearing.

Mr. Latimer: Mr. Examiner, I have here a motion from respondent, Morrison-Knudsen Company, filed by its attorneys to reopen the record, which

has been marked for identification as General Counsel's Exhibit 15.

(Thereupon the document above referred to was marked General Counsel's Exhibit 15 for identification.)

Mr. Latimer: I have also a response to motion to reopen case and take depositions, filed by counsel for the General Counsel, which the reporter has marked for identification as General Counsel Exhibit 15-A.

(Thereupon the document above referred to was marked General Counsel's Exhibit 15-A for identification.)

Mr. Latimer: I have a telegram from the Trial Examiner granting respondent's motion to reopen and setting forth that hearing will be resumed at Room 407, United States Courthouse on October 31 at 9:30 a.m., which the reporter has marked for identification as General Counsel's Exhibit 15-B.

(Thereupon the document above [309] referred to was marked General Counsel's Exhibit No. 15-B for identification.)

Mr. Latimer: I offer the papers in evidence.

Trial Examiner: Any objection?

Mr. Morrison: No objection.

Trial Examiner: There being no objection the papers are received in evidence and I will ask the reporter to mark them as General Counsel's Exhibit Nos. 15, 15-A and 15-B respectively.

(The documents heretofore marked General Counsel's Exhibit Nos. 15, 15-A and 15-B for identification were received in evidence.)

Mr. Latimer: They are filed in duplicate Mr. Examiner.

Trial Examiner: Are you ready to proceed, Mr. Morrison?

Mr. Morrison: I am ready, Mr. Examiner.

Trial Examiner: Call your witness, please.

Mr. Morrison: Call Mr. Harold Haugen.

Trial Examiner: Will you kindly step forward and be sworn.

HAROLD M. HAUGEN

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Harold M. Haugen.

Trial Examiner: Will you kindly spell your last name for the reporter?

The Witness: H-a-u-g-e-n.

Trial Examiner: Where do you live? [310]

The Witness: At the present time in Boise, Idaho.

Direct Examination

Q. (By Mr. Morrison): Mr. Haugen, what is your present position?

A. Temporarily I am assigned to the Internal Audit Section.

Q. By whom are you employed?

A. By Morrison-Knudsen Company.

Q. How long have you been employed by that company? A. I am in my fifteenth year.

Q. What is your age, Mr. Haugen?

(Testimony of Harold M. Haugen.)

A. Fifty-nine.

Q. And what is the scope of your work in the Internal Audit Section?

A. Assisting with field audits.

Q. Mr. Haugen, were you on or about the month of June 1956 employed by Morrison-Knudsen in the Territory of Alaska? A. I was.

Q. Where were you employed at that time?

A. In the Alaska district office.

Q. What was your position in that office?

A. District office manager.

Q. What are the scope of the duties as Alaska district office manager?

A. General administrative duties.

Q. Did the Alaska district office have control over all operations of Morrison-Knudsen in Alaska at that time? [311]

A. Not—the district office?

Q. Yes.

A. Insofar as district personnel was concerned, no, with the exception of Mr. Erickson, the district manager. We had a fee contract with Western Electric Company at the time which was more or less——

Q. (Interrupting) That contract is the so-called White Alice, that was contract 1787?

A. That is correct.

Q. That was completely separate, do I understand from the——

A. (Interrupting) That was a fee job and a separate entity and apart from the Alaska district.

(Testimony of Harold M. Haugen.)

Q. What over the 15 years of your experience and employment by Morrison-Knudsen, what generally have been your duties?

A. Pretty much on the order of what they were at that time. Field office manager's duties encompass about the same responsibilities except on a one project or two project basis rather than covering a district.

Mr. Latimer: Are you going to elaborate on that, he hasn't told us anything yet. I will object to the question, Mr. Examiner, on the ground it hasn't been answered .

Trial Examiner: Overruled.

Q. (By Mr. Morrison): Mr. Haugen, drawing your attention to a time on or about June 10, 1956, do you recall at that time meeting and interviewing three students from the United States [312] who had come to Alaska for employment?

A. I do.

Q. Would you explain the circumstances of your meeting at that time?

A. Well, I had been advised by Mr. Erickson that he had made a commitment to employ five college students, I believe they were, who were either football or basketball players, had committed them for jobs in Alaska on one or more of our projects.

Q. I see. And under what circumstances did you meet the boys?

A. When they came to our district office in our yard there at Anchorage.

(Testimony of Harold M. Haugen.)

Q. And how did you happen to see them at that time?

A. Well, I believe that they first asked for Mr. Erickson and Mr. Erickson was not in the office at the time and they were ushered into my office by Mr. Erickson's secretary, I believe.

Q. Do you recall your conversation with them at that time? A. Well, not precisely.

Trial Examiner: How many of the five came in to see you on that occasion?

The Witness: It's my recollection that there were three or it could have been four, but not more than that. I am not entirely sure whether it was three or four. However, Mr. Erickson told me about five boys he had promised employment for.

Q. (By Mr. Morrison): Do you recall the substance of your conversation with them at that time?

A. I recall visiting with the boys for some few minutes, and I also inquired of each of them if they had had any experience as rod men, because we had two openings at the time for rod men out of our district office.

Q. What is a rod man?

A. A rod man, his principal duty is to hold a surveying rod for the transit men in making engineering surveys.

Q. In relation to employing these boys, do you recall anything further you discussed with them?

A. No, I told them that we had been expecting them, that we were advised by Mr. Erickson that they would be arriving in Anchorage about that

(Testimony of Harold M. Haugen.)

time and that they were to be employed on one of our projects.

Q. Now, did you discuss with them during this conversation in any manner the question of union relationships? A. No, I didn't.

Q. Did you say anything about the union to them at that time?

A. I have no recollection of saying anything to them about a union or unions, except to the extent that I told them that I would like to have them check through the laborer's local since they were going out on one of the projects as a laborer.

Q. What was the purpose of checking through the laborer's local?

A. That was simply a practice that had been going on for some time. Principally, I suppose so that the unions would know who was employed on our projects, how many union and how many non-union. [314]

Q. After you talked to the boys what did you do in connection with their employment?

A. I had previously told Harold Groothius, of the laborers local, that these boys would be arriving soon and that they had been promised employment and would be going out to one or more of our projects as laborers.

Q. What did you do, if anything, at the time of this conversation?

A. I called Mr. Groothius and told him that the boys were in my office and would be dispatched to the job, either that day or the following day.

(Testimony of Harold M. Haugen.)

Q. And what job—are you aware of the job to which they were dispatched?

A. At the time we were not employing but a very few men. 1956 happened to be a season when the work on most of our lump sum projects was late in getting started because of the time that the snow stayed on and so I called Mr. Wargny and told him that we had these boys and would like to have them placed. Well, apparently Mr. Erickson had mentioned it to Mr. Wargny too because he seemed to be acquainted with the fact that these boys had been promised employment and were to be sent out to the job.

Q. What was done with the boys after that, so far as you know?

A. When I called Harold Groothius of the laborers, to tell him these boys were in, he said he would like to see them but [315] he didn't want them to come up to the hall. This was in the morning. He said the hall was full of men and that he would like to come down to our yard and see them.

Q. What did M-K do with the boys at the time they were in your office?

A. When Harold Groothius came down to our office I walked out into the yard with the boys, introduced them to him and he went across the yard into another building, across the yard from our district office with them. That, I believe, was the last time I saw them.

Q. Were they sent over to contact 1787 office?

(Testimony of Harold M. Haugen.)

A. I believe that Mr. Groothius drove them over there.

Q. And you have no personal knowledge of that? A. No, I do not.

Q. Mr. Haugen, did you say anything to them in any manner indicating that they had to join the union?

Mr. Latimer: Just a moment. I object to counsel leading the witness. Let him tell us what the conversation was.

Trial Examiner: Will you propound your question?

Mr. Morrison: I asked the witness if he said anything to any of the boys at the time of the conversation, in any manner, advising them that they had to join the union.

Mr. Latimer: He is putting the answer in the witness' mouth. I object to that. I would like to know exactly what happened. I certainly object to counsel asking a question. [316]

Trial Examiner: Do you remember anything else that was said by you or the boys on that occasion?

The Witness: Not specifically, sir. I would like to state, however, that neither myself or anyone else in our district office, I am sure at that time or anytime before or since during the time that I was in the Alaska District Office, was there a man ever told that he could not have employment unless he was a member of a union.

Trial Examiner: I will overrule the objection.

(Testimony of Harold M. Haugen.)

Q. (By Mr. Morrison): Why are you sure that that would not have been said, Mr. Haugen?

A. Well, we were all very well acquainted with the fact that it would be a direct violation in the first place, of one of the provisions of the Taft-Hartley Act and had I ever said something like that to anyone I am sure Mr. Erickson would have thrown me out of the office bodily. It just wasn't ever mentioned by anyone.

Q. Now Mr. Haugen, if an employee who had been promised a job refused to join the union——

Mr. Latimer (interrupting): Just a moment.

Trial Examiner: I can't rule on a question until he propounds it.

Mr. Latimer: I object to the question.

Trial Examiner: He hasn't even finished his question.

Would you pose your question, please. [317]

Mr. Morrison: I was asking Mr. Haugen, if a potential employee who refused to join the union would have been refused employment by reason of his refusal to join the union.

Trial Examiner: Do you object to that question?

Mr. Latimer: I do.

Trial Examiner: I will sustain the objection.

Mr. Morrison: I have no further questions.

Trial Examiner: Any questions, Mr. Latimer?

Mr. Latimer: Just one or two.

Cross Examination

Q. (By Mr. Latimer): Mr. Haugen, you just

(Testimony of Harold M. Haugen.)

told us that if you were aware of the fact if any mention was made or something or other, about speaking to potential employees about the union, would be in violation of the Taft-Hartley Act. Would you elaborate on that and explain to us just what you had in mind?

A. Well, we, I believe we are all aware of the fact that there had been employers who had been in difficulties with the National Labor Relations Board over similar matters. We stressed to all our people that the matter of belonging to the union was not a condition of employment under any circumstances.

Q. Isn't it a fact that during the period of time that we are speaking about, that is in the early summer of 1956, that Morrison-Knudsen obtained all of their laborers from the union hall in Anchorage?

A. No, sir. [318]

Q. All that they were going to send out to all of the White Alice projects?

A. As far as White Alice is concerned I can't tell you too much about that sir.

Q. Can you tell me the name of any laborer that was employed by Morrison-Knudsen during that period that wasn't from Anchorage to one of the White Alice projects that was not obtained from the local laborers union hall?

A. There, sir, I have no information or no knowledge as to what went on at White Alice. They were in separate offices.

Q. Isn't it a fact that you had nothing to do with the White Alice projects?

(Testimony of Harold M. Haugen.)

A. That's correct.

Q. You were working on a separate contract, were you not?

A. On all lump sum contracts.

Q. Which was different from the White Alice Contract? A. That is correct, sir.

Q. Actually you had nothing at all to do with the employees obtained by Morrison-Knudsen for work on the White Alice projects, isn't that a fact?

A. That is correct.

Q. Let me ask you this, your office was the same building as the office of the White Alice projects?

A. No, sir.

Q. Where was your office located? [319]

A. In the railroad yards, in the Alaska Railroad Yards, which was commonly known as the terminal yards. That was on Ships Creek Road.

Q. Where was the White Alice office located?

A. That was on the Post Road, in the Pomerory Building which had been the headquarters of the Pomerory Construction Company.

Q. That is some mile or two miles away is it not?

A. I would say three-quarters of a mile or so.

Q. That is across the railroad track and north of your office?

A. That's approximately correct, I believe, as to direction.

Q. Where was Mr. Erickson's office located?

A. In the district office.

Q. In the same office you are in?

(Testimony of Harold M. Haugen.)

A. Yes, sir.

Q. Why did you call Harold Grootius at the union hall when these college boys appeared up there?

A. That was just the practice we had followed for quite a long time.

Q. Well, let me see if I understand you.

Trial Examiner: You mean it was your practice to call the union hall before you hire anybody?

The Witness: No, sir. Before we dispatched a person to a job, simply to advise them that such and such a person was being employed and going to such and such a project.

Trial Examiner: Before sending anybody out on a job, you [320] did what, with respect to the Laborers Union?

The Witness: Just simply called them and told them that we were going to employ these people to go out to a project site, employed as laborers.

Trial Examiner: And?

The Witness: And it was up to them to take it from there.

Trial Examiner: Up to who?

The Witness: To the Laborers Local.

Trial Examiner: Would you send any laborer out on a project unless he received a dispatch slip from the Laborers Union?

The Witness: I don't know, sir, that they received a dispatch slip from the union.

Trial Examiner: You just called them up and

(Testimony of Harold M. Haugen.)

gave the union the man's name and that was the end of it?

The Witness: Usually the man checked with the union; as to whether or not they were always given dispatch slips or any—they were given some sort of identification, I would imagine.

Trial Examiner: Would you call the union in front of the man you were about to hire or did hire?

The Witness: I don't recall whether they were present or not, in this particular instance.

Trial Examiner: You mean the three college boys?

The Witness: That's right.

Q. (By Mr. Latimer): Mr. Haugen, it's a fact, is it not, that Morrison-Knudsen obtained practically all of the laborers they [321] sent out from Anchorage, through the Local Laborers Union Hall?

A. I would say in most instances, yes, sir.

Q. The reason is they did that because they could depend on the union to send them the men they wanted in all the skills they needed at that time?

A. We usually got very good men through the union, yes.

Q. That's the only place you got them, wasn't it?

A. Not necessarily, we had a great many local hirers on some of our lump sum contracts.

Q. I am talking about the White Alice projects.

A. I don't know anything about that, sir.

(Testimony of Harold M. Haugen.)

Q. All right. Is this the only instance you recall of when you personally called the union hall when potential employees would apply at the office for employment?

A. That particular summer, I believe, yes.

Q. As a matter of fact it wasn't your business to do that, was it Mr. Haugen?

A. Not insofar as White Alice is concerned. It's a general thing.

Q. Was that Mr. Wargny's job?

A. That's right.

Q. However, Mr. Erickson did tell you that arrangements had been made to employ five college boys?

A. That's right, sir.

Q. When they got up there they talked to you?

A. That's correct.

Q. As soon as they arrived you called the union hall and got ahold of Harold Groothius and told them the boys were there?

A. Yes, sir.

Q. And Harold came down and signed them up in the union?

A. That I am not aware of.

Q. Why do you think Harold came down to see them?

A. Well, I believe in most instances they always saw those men that we checked through the union before they were dispatched.

Q. Isn't it obvious that the reason they saw them was that he signed them up in the union?

A. I think that is reasonable to expect. That would be one of the chief objectives or interests.

Q. Isn't it also the fact that every laborer that

(Testimony of Harold M. Haugen.)

was hired in Anchorage before he was sent out to the job site, was required to check in the union hall and get a dispatch slip?

A. Well, ordinarily when we wanted any of the help for any of the projects.

Trial Examiner: He is talking about people coming into the office and applying for a job.

Is that what you are talking about, Mr. Latimer?

Mr. Latimer: Yes, sir.

A. Well, that has rarely happened in Anchorage.

Q. (By Mr. Latimer): What do you mean, rarely happened?

A. It was a very rare occasion when anyone in Anchorage came [323] to our office and applied for employment.

Q. When they did do that what did you do, didn't you send them to the union hall to get clearance before you dispatched them, wasn't that the practice?

A. In most cases, I would say, yes.

Q. Do you know of any case when that did not happen?

A. I believe I do, yes, sir. Why it was an old employee and might have been requested by one of the foreman or superintendents.

Q. What did you do on that occasion?

A. Well, I am sure there was, there were cases of that kind where the man was simply shipped out to the job and the union was advised, the same as in all cases that he was dispatched in.

(Testimony of Harold M. Haugen.)

Q. In those cases the employee you dispatched was already a member of the union was he not?

A. Well, that wasn't involved as far as we were concerned.

Q. Do you know of any cases where the employees shipped out under those circumstances were not members of the union?

A. No, I do not. In fact I believe there are very few construction laborers or any other classification in Alaska who are not union members. They find, I'm sure, to their advantage to belong to the union.

Mr. Latimer: I think that is all.

Mr. Morrison: I have no further questions.

Trial Examiner: You are excused sir, thank you very kindly. [324]

(Witness excused.)

Trial Examiner: I presume that you have no other witnesses.

Mr. Morrison: I have no other witnesses.

Trial Examiner: Do you have any other evidence that you wish to introduce?

Mr. Morrison: No, Mr. Examiner, and the employer does rest.

Mr. Latimer: May we go off the record?

Trial Examiner: Off the record.

(Discussion off the record.)

Trial Examiner: On the record.

Mr. Latimer, have you any other witnesses you wish to put on?

Mr. Latimer: Nothing further, Mr. Examiner.

Trial Examiner: Is there anything else you wish to take up with me gentlemen, before I declare the hearing closed?

Mr. Morrison: No, I have nothing more, Mr. Examiner.

Trial Examiner: Very well, the hearing is hereby closed.

(Whereupon, at 10:35 a.m., Thursday, October 31, 1957, the hearing in the above-entitled matter was closed.) [325]

GENERAL COUNSEL'S EXHIBIT No. 2

DISPATCH SLIP

Hod Carriers and Construction Laborers' Union
Local No. 341 Dial 34575 926 5T Ave., Anchorage
Date 6-11-56

Name: Ronald Crowe

As Laborer To M-K

Job Location: Romanzoff

Min. Wage 3.48 On shift.....

Dispatcher: /s/ H. F. Groothuis

GENERAL COUNSEL'S EXHIBIT No. 3

(Copy) [Telegram]

May 17, 1956

Messrs. Jim and Ben Aldrich
1628 Southeast Sixth Avenue
Camas, Washington

Positions For Heavy Equipment Mechanics Available In Near Future. Advise Collect Wire If

General Counsel's Exhibit No. 3—(Continued)
Members Of A Local And If Clearance Will Be
Granted For Alaska. Advise Also If In A Position
To Furnish Your Own Transportation To Anchor-
age With Assurance That Positions Available And
Union Clearance Granted Upon Your Arrival. Full
Set Of Light And Heavy Mechanics Tools Required
On This Project.

R. A. Wargny, Sr. Personnel Manager
Morrison-Knudsen Company, Inc.
Contract 1787
Pouch 7, Anchorage, Alaska.

GENERAL COUNSEL'S EXHIBIT No. 3-A

(Copy)

[Telegram]

ACS 33

AS 74

AN SEA 336 23 Collect Camas Wash 24 845 AMP

M R A Wargny Personnel Mgr.

Morrison Knudson Co. Contract 1787 ANC

Have Had Call From Seattle Office They Are
Checking Union Clearances And Will Call Us Back
To Report. They Will Notify You.

Jim and Ben Aldridge.

(31) . . .

GENERAL COUNSEL'S EXHIBIT No. 3-B

DISPATCH SLIP

International Union of Operating Engineers
Local No. 302

Eliot 2424

Time

Name: James D. Aldridge

Date: 6/7/56

As: H. D. Mech.

To: M K

Job Location: Anchorage (White Alice job)

Min. Wage 4.06

On Shift: v

Dispatcher: E. Winkler

DISPATCH SLIP

* * * * *

Name: Ben R. Aldridge

Date: 6/7/56

As: H. D. Mech.

To: M K

Job Location: Anchorage—White Alice job

Min. Wage 4.06

On Shift v

Dispatcher E. Winkler

GENERAL COUNSEL'S EXHIBIT No. 3-C

[Telegram]

Seattle Washington June 6 11:00 AM

R. A. Wargny

John E. Bradbury and Mack Williams Structural Ironworkers Left Spokane For Alaska A Week Ago Driving Should Be There Now. Joseph S. Churchill Transitman Department Seattle PNA Flight 5 June 7. Jim & Ben Aldrich Heavy Duty Mechanics Departing Seattle PNA Flight 403 At 12:05 AM June 8 As Scheduled. Buford Stalker Chief Of Party Not Available. Kissinger

